SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: BCR #07-26 - \$41,563 - Public Works - Transportation Trust Fund (Mowing

Contract)

DEPARTMENT: Fiscal Services **DIVISION:** Budget

AUTHORIZED BY: Lisa Spriggs CONTACT: Lin Polk EXT: 7177

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute Budget Change Request (BCR) #07-26 through the Transportation Trust Fund in the amount of \$41,563 to provide additional funding for mowing services.

County-wide Lin Polk

BACKGROUND:

On July 25, 2006, the Board of County Commissioners unanimously approved a term contract for rough-cut mowing and grounds maintenance services in roads locations with Ott Landscape Maintenance, Inc., and in stormwater locations with Cato Environmental Services, Inc. (Agenda item 30). As noted on the agenda item, the terms of these contracts were significantly higher than the previous contracts and the amounts budgeted for these services as part of the FY 2006/07 budget were under estimated. Accordingly, additional funding for these services are required for the remainder of the year.

Funds are available in the Repairs and Maintenance account line, which has recorded lower than anticipated repair and maintenance expenditures for the year to date.

STAFF RECOMMENDATION:

Staff recommends he Board approve and authorize the Chairman to execute Budget Change Request (BCR) #07-26 through the Transportation Trust Fund in the amount of \$41,563 to provide additional funding for mowing services.

ATTACHMENTS:

- 1. Budget Change Request
- 2. BCC Agenda 7/25/2006 item 30

Additionally Reviewed By: No additional reviews

SEMINOLE COUNTY BUDGET REQUEST **Budget Division Use only:** 07/30/07 DATE: **BCR** X 07-26 FROM: Department Public Works **Division** Roads / Stormwater WHAT IS NEEDED: Accounting adjustment: Item is budgeted, but funds are in incorrect account line. More funds for Budgeted Item: Item is budgeted, but additional funds are required. New item: Item is not in this fiscal year's budget. Operational Adjustment (Transfer or Savings to cover overage) Project reclass, Must be within same Project Number **Detailed Explanation:** To provide additional funding for landscape and mowing services for the remainder of FY 2006/07. Fund # 10101 **Fund Name** Transportation Trust Fund **ACCOUNT TITLE** FUND/ACCOUNT NUMBER Project # **AMOUNT TRANSFER** 10101.077400.530460 Repairs and Maintenance \$ 41,563 **FROM** TOTAL \$ 41,563 **ACCOUNT TITLE** FUND/ACCOUNT NUMBER Project # **AMOUNT** 10101.077400.530340 **TRANSFER Contracted Services** \$ 41,563 TO \$ 41.563 TOTAL CONCURRENCE OF OTHER INVOLVED DIVISIONS (ie: IT (hardware/software); Fleet/Vehicles; Purchasing/Capital; Support Svcs; etc) ☐ Approval Department/Division Date Date 7/30/07 Analyst Fredrik V Coulter RECOMMENDATION: Budget Manager ☐ County Manager Meeting Date Aug 28, 2007 \boxtimes BCC ☐ Approved ☐ Disapproved Date Signed Signature ____

Signature

Date

FINANCE: Transfer has been posted

TERM CONTRACTS

30. Award RFP-600006-06/GMG – Performance Work Statement for Roughcut Mowing and Grounds Maintenance in Roads Locations (Group A and B), to Ott Landscape Maintenance, Inc., Deland; and Stormwater Locations (Group C), to Cato Environmental Services, Inc., Lake Mary (Term Contracts).

RFP-600006-06/GMG will provide for grounds maintenance services for Roads and Stormwater locations throughout the county. The successful Contractor will be responsible for all labor, materials, equipment, coordination, transportation and incidentals necessary to provide grounds maintenance services as specified in the RFP documents at the County's Roads and Stormwater locations as follows:

Group A - Roads Locations: Roadside rough-cut mowing, curb edging, sidewalk edging, and where specified, slope mowing. The locations under this group are all designated road Right-of-Way property located within Seminole County.

Group B - Roads Off Route Locations: Possible off route rough-cut mowing, curb edging, sidewalk edging and slope mowing areas under .30 acres. The locations under this group are all designated road Right-of-Way property located within Seminole County.

Group C – Stormwater Locations: Mowing, weed eating, litter removal, pruning, cuttings and trimmings and application of herbicide in designated Roadway and Subdivision Ponds.

This project was publicly advertised and the County received two (2) submittals in response to the solicitation. The County received one (1) response for Groups A and B and one (1) response for Group C. The Evaluation Committee which consisted of Bob Ballerino, Roads-Stormwater Division; Jim Beach, Roads-Stormwater Division; Micheal Nabicht, Roads-Stormwater Division; and Owen Reagan, Roads-Stormwater Division, evaluated the submittals. The evaluation was based on the management approach, past performance of the firms and the proposed cost to the County to provide the required services.

The Evaluation Committee recommends award of the contracts to Ott Landscape Maintenance, Inc., Deland for Groups A & B: Roads Locations and Roads Off Route Locations and to Cato Environmental Services, Inc., Lake Mary for Group C: Stormwater Locations. Authorization for performance of services by the selected Contractors under these agreements shall be in the form of written Release Orders issued and executed by the County. The agreement shall take place on the date of their execution by the County and shall run for a period of one (1) year and,

at the sole option of the County, may be renewed for eight (8) successive one (1) year periods. The total annual fee paid to the Contractors pursuant to these Agreements shall not exceed the total amount budgeted by the County for rough-cut mowing and grounds maintenance services for Roads and Stormwater locations.

Public Works Department/Roads-Stormwater Division and Fiscal Services/Purchasing and Contracts Division recommend the Board to award the project and authorize the Purchasing and Contracts Manager to execute the contracts as approved and prepared by the County Attorney's Office and pursuant to the RFP documents.

B.C.C. - SEMINOLE COUNTY, FL RFP TABULATION SHEET

RFP NUMBER:

RFP-600006-06/GMG

RFP TITLE:

Performance Work Statement for Mowing and

Grounds Maintenance Services in Roads and

Stormwater Locations

DUE DATE:

June 7, 2006 at 2:00 P.M.

ALL RFP'S ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. RFP DOCUMENTS FROM THE CONSULTANTS LISTED HEREIN ARE THE ONLY RFP'S RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER RFP DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

Page 1 of 1

	Response 1	Response 2
	Ott Landscape Maintenance, Inc. 1413 Hontoon Road DeLand, Florida 32720	Cato Environmental Services, Inc. P. O. Box 951556 Sanford, FL 32771
	(386) 734-8272 – Phone (386) 734-8272 – Fax Beverly Ott	(407) 804-0306 – Phone (407) 804-0360 – Fax Lara Cato
Conflict of Interest Statement	Included	Included
Compliance with Public Records	Included	The state of the s
echnical Information	Included	Included
Past Performance	Included	Included
Recognized Addendums		Included
Best and Final Offers Submitted	Yes	Yes
	Yes	Yes

The evaluation criteria is as follows:

- > Fees and Expenses
- > Management Approach
- > Technical Approach
- Past Performance

Tabulated by Gloria M. García, CPPB, Senior Procurement Analyst (Posted 6/13/2006 at 3:00 PM)

Recommendation of award: Ott Landscape Maintenance (Groups A & B) and Cato Environmental Services (Group C) Board meeting: July 25, 2006 (Posted 6/20/2006 @ 1:00PM)

PRICE SUBMITTALS RECEIVED ON 6/7/2006

Pricing Sheets	Α	В	С
Ott Landscape	\$351,595.05	\$37,750.00	NO BID
Cato Environmental	\$485,491.50	\$16,000.00	\$553,273.20

BEST AND FINAL OFFERS SUBMITTED ON 6/12/2006 PER COUNTY'S REQUEST

Pricing Sheets	В	С
Ott Landscape	\$30,000.00	NO BID
Cato Environmental	\$16,000.00	\$325,226.00

REVISED GRAND TOTALS

Pricing Sheets	A & B - Roads	C - Stormwater
Ott Landscape	\$381,595.05	NO BID
Cato Environmental	\$501,491.50	\$325,226.00

Please review the enclosed documentation. We suggest for the best interest of the County, the recommendation of award of A & B to Ott Landscape and C to Cato Environmental. A consensus form from all members of the Selection Committee can be considered in lieu of individual evaluation forms. If you have any questions or need further assistance, please contact me at extension 7123. Thank you.

gmg

Overall Contract Summary for RFP 600006-06/GMG

ROUGH-CUT MOWING IN ROADS REOCCURRING ROUTE LOCATIONS - PRICE SCHEDULE A

There Is NO Additional Compensation For Mobilization. All Mobilization of Equipment & Personnel Shall Be Included In The Unit Cost.

Type of Service	Unit Measurement E	stimated Services	2001 - Old Cost Per Uni	it 2006 - New Cost Per Unit	Increases/Change
Roadside Mowing	Acres	9	\$24.10	\$39.95	66% Increase
Edging of Curb	Lineal Feet	3	0.021	\$0.04	90% Increase
Edging of Sidewalk	Lineal Feet	3	0.042	\$0.08	90% Increase

ROUGH-CUT MOWING IN OFF ROUTE ROADS LOCATIONS - PRICE SCHEDULE B

Possible Off Route Site Work Locations - (Estimated Amount on an as needed basis)

Type of Service	Unit Measuremen	t Estimated Services	2001 - Old Cost Per Unit	2006 - New Cost Per Unit	Increases/Change
Off Route Sites Under .30 Acres	Per Site	As Needed	NA	\$50.00	New To Contract
Off Route Edging of Curb	Lineal Feet	As Needed	NA	\$0.06	New To Contract
Off Route Edging of Sidewalk	Lineal Feet	As Needed	NA	\$0.10	New To Contract
Slope Mowing *	Acres	As Needed	\$250.00	\$250.00	SAME
Slope Mowing Locations Under .50 Acres *	Per Site	As Needed	\$125.00	\$125.00	SAME
			Old Annual Cost	New Annual Cost	Difference
	Estimated 1	Total - A&B	\$206,744.00	\$350,454.00	70% Increase
Performance Requirements, including ins	pection standards,	are detailed in Conti	ract Exh A - Scope of Serv	ices	

* If Traffic Control Is Required For Slope Mowing Operations, It Will Be Provided By Seminole County.

The Lead Inspector Will Determine When Traffic Control By Seminole County Is Required. All Other Traffic Control Will Be Provided By The Contractor.

Overall Contract Summary for RFP 600006-06/GMG

ROUGH-CUT MOWING IN STORMWATER LOCATIONS - PRICE SCHEDULE C

There Is NO Additional Compensation For Mobilization. All Mobilization of Equipment & Personnel Shall Be Included In The Unit Cost.

	Estimated T	otal - C	\$215,460.60	\$325,226.00	51% Increase
			Old Annual Cost	New Annual Cost	Difference
Boom/slope mowing**	Per Acre	4	PER SITE	\$125.00	{ }
Ditch Flat Ground Maintenance*	Per Acre	12	PER SITE	\$99.50	
Pond Flat Ground Maintenance*	Per Acre	12	PER SITE	\$49.50	
Type of Service	Unit Measurement	Estimated Services	2001 - Old Cost Per Unit	2006 - New Cost Per Unit	Increases/Change

Performance Requirements, including inspection standards, are detailed in Contract Exh A - Scope of Services

* All mowing will be to waters edge. No Exceptions

** For above ditch locations

{ Under old contract, all pay items are PER SITE. New contract and method of payment is PER ACRE. Payment methods are not comparable. }

RFP-600006-06/GMG – Performance Work Statement for Rough-cut Mowing and Grounds Maintenance Services in Roads and Stormwater Locations

Consensus Form - Roads

	APPLICANTS NAIME (Alphabetical Order):
	Cato Environmental Services, Inc. Ott Landscape Maintenance, Inc.
Jim Beach	REVIEW COMMITTEE MEMBERS: Jim Bearl Styth You Steve Evan Bob Ballering - Bub Bollering Michael Nabicht Yhuharl Yhelmitt Owen Reagan Ourn O. Dengan
•	RECOMMENDATION FOR AWARD: DATE:
	CAtegory A & B - Ott Landscape 6-19-06 CATEGORY C - CATO Environmental
	Describe strengths, weaknesses and deficiencies to support your assessment.
	Criteria: Fees and Expenses/Past Performance/Management Approach/Technical
·	Ott LANdscape - Low bidder for AEB.
	CAto Environmental - Low bidder for C.

ROUGH-CUT MOWING AND GROUNDS MAINTENANCE SERVICES AGREEMENT (RFP-600006-06/GMG) ROADS LOCATIONS (PART A & B)

THIS AGREEMENT is made and entered into this day or
, 20, by and between OTT LANDSCAPE MAINTENANCE,
INC., duly authorized to conduct business in the State of Florida, whose
address is 1413 Wontoon Road, DeLand, Florida 32720, hereinafter called
the "CONTRACTOR" and SEMINOLE COUNTY, a political subdivision of the
State of Florida, whose address is Seminole County Services Building,
1101 East First Street, Sanford, Florida 32771, hereinafter called the
"COUNTY".

WITNESSETH:

WHEREAS, the COUNTY desires to retain the services of a competent and qualified contractor to provide rough-cut mowing and grounds maintenance services for Roads locations (Part A & B) in Seminole County; and

WHEREAS, the COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent and qualified to furnish services to the COUNTY and desires to provide its professional services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, COUNTY and CONTRACTOR agree as follows:

SECTION 1. SERVICES. COUNTY does hereby retain CONTRACTOR to furnish professional services and perform those tasks as further described in the Scope of Services attached hereto and incorporated herein as Exhibit "A".

SECTION 2. FIXED FEE COMPENSATION AND PAYMENT.

(a) The COUNTY agrees to compensate CONTRACTOR for the professional services called for under this Agreement fees as indicated

on Exhibit "B", attached hereto. CONTRACTOR shall perform all work required by the Scope of Services but, in no event, shall CONTRACTOR be paid more than the negotiated fees as stated above. The total annual fee paid to the CONTRACTOR pursuant to this Agreements shall not exceed the total amount budgeted by the COUNTY for rough-cut mowing and grounds maintenance services for Roads locations (Part A & B).

(b) Payments shall be made to the CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. CONTRACTOR may invoice amount due based on the total required services actually performed and completed. Upon review and approval of CONTRACTOR's invoice, the COUNTY shall, within thirty (30) days of receipt of the invoice, pay CONTRACTOR the approved amount.

SECTION 3. BILLING AND PAYMENT.

- (a) CONTRACTOR shall render to the COUNTY, at the close of each calendar month, an itemized invoice, properly dated including, but not limited to, the following information:
 - (1) The name and address of the CONTRACTOR;
 - (2) Contract Number;
- (3) A complete and accurate record of services performed by the CONTRACTOR for all services performed by the CONTRACTOR during that month and for which the COUNTY is billed;
- (4) A description of the services rendered in (3) above with sufficient detail to identify the exact nature of the work performed; and
- (5) Such other information as may be required by this Agreement or requested by the COUNTY from time to time.

The original invoice and one (1) copy shall be sent to:

Director of County Finance Seminole County Board of County Commissioners Post Office Box 8080 Sanford, Florida 32772 Two (2) duplicate copies of the invoice shall be sent to:

Seminole County Roads/Stormwater Division 177 Bush Loop Sanford, Florida 32773

(b) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from the CONTRACTOR.

SECTION 4. AUDIT OF RECORDS.

- (a) COUNTY may perform or have performed an audit of the records of CONTRACTOR after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to CONTRACTOR and COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in subsection (b) and of this subsection, and the total compensation so determined shall be used to calculate final payment to CONTRACTOR. Conduct of this audit shall not delay final payment to the CONTRACTOR.
- (b) The CONTRACTOR agrees to maintain all books, documents, papers, accounting records and other evidences pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at CONTRACTOR's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (a) of this Section.
- (c) In the event any audit or inspection conducted after final payment, but within the period provided in subsection (b) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by the COUNTY.

SECTION 5. RESPONSIBILITY OF CONTRACTOR.

- (a) CONTRACTOR shall be responsible for the professional quality of all services furnished by CONTRACTOR under this Agreement.

 CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in his services.
- (b) Neither the COUNTY'S review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and the CONTRACTOR shall be and remain liable to the COUNTY in accordance with applicable law for all damages to the COUNTY caused by the CONTRACTOR's performance of any of the services furnished under this Agreement.
- SECTION 6. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall remain in effect for a period of one (1) year. At the option of the parties, this Agreement may be extended for eight (8) additional terms, not to exceed one (1) year each.

SECTION 7. TERMINATION.

- (a) The COUNTY may, by written notice to the CONTRACTOR, terminate this Agreement, in whole or in part, at any time, either for the COUNTY'S convenience or because of the failure of the CONTRACTOR to fulfill CONTRACTOR's Agreement obligations. Upon receipt of such notice, the CONTRACTOR shall immediately discontinue all services affected unless the notice directs otherwise.
- (b) If the termination is for the convenience of the COUNTY, the CONTRACTOR shall be paid compensation for services performed to the date of termination. CONTRACTOR shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work contemplated by the Agreement.

- (c) If the termination is due to the failure of the CONTRACTOR to fulfill his Agreement obligations, the COUNTY may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, the CONTRACTOR shall be liable to the COUNTY for reasonable additional costs occasioned to the COUNTY thereby. The CONTRACTOR shall not be liable for such additional costs if the failure to perform the Agreement arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR.
- (d) If, after notice of termination for failure to fulfill Agreement obligations, it is determined that the CONTRACTOR had not so failed, the termination shall be deemed to have been effected for the convenience of the COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.
- (e) The rights and remedies of the COUNTY provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited

to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 9. NO CONTINGENT FEES. CONTRACTOR warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that CONTRACTOR has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 10. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the opposite party and only by a document of equal dignity herewith.

SECTION 11. SUBCONTRACTORS. In the event CONTRACTOR, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with service covered by this Agreement, CONTRACTOR must secure the prior written approval of the COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONTRACTOR shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 12. INDEMNIFICATION OF COUNTY. The CONTRACTOR agrees to hold harmless, replace, and indemnify the COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages or lawsuits for damages, arising from the negligent, reckless, or intentionally wrongful provision of services hereunder by the CONTRACTOR, whether caused by the CONTRACTOR or otherwise.

SECTION 13. INSURANCE.

- (a) General. The CONTRACTOR shall at the CONTRACTOR's own cost, procure the insurance required under this Section.
- COUNTY with a CONTRACTOR shall furnish the (1)Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employer's Liability and Commercial General Liability). The COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. Certificate of Insurance shall provide that the COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by the CONTRACTOR, the CONTRACTOR shall provide the COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration replacement of the insurance for which a previous certificate has been provided.
- being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, the CONTRACTOR shall, at the option of the COUNTY submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in

accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. The Certificate shall have this Agreement number clearly marked on its face.

- (3) In addition to providing the Certificate of Insurance, if required by the COUNTY, the CONTRACTOR shall, within thirty (30) days after receipt of the request, provide the COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.
- (4) Neither approval by the COUNTY or failure to disapprove the insurance furnished by CONTRACTOR shall relieve the CONTRACTOR of the CONTRACTOR's full responsibility for performance of any obligation including CONTRACTOR's indemnification of COUNTY under this Agreement.
- (b) <u>Insurance Company Requirements</u>. Insurance companies providing the insurance under this Agreement must meet the following requirements:
- (1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.
- (2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.
- (3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to

maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall, as soon as the CONTRACTOR has knowledge of any such circumstance, immediately notify the COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY the CONTRACTOR shall be deemed to be in default of this Agreement.

(c) <u>Specifications</u>. Without limiting any of the other obligations or liability of the CONTRACTOR, the CONTRACTOR shall, at the CONTRACTOR's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by the CONTRACTOR and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance shall cover the CONTRACTOR for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. The CONTRACTOR will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both the CONTRACTOR and its subcontractors are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the

United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

- (B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.
- (C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$ 500,000.00	(Each Accident)
\$1,000,000.00	(Disease-Policy Limit)
\$ 500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

- (A) The CONTRACTOR's insurance shall cover the CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.
- (B) The minimum limits to be maintained by the CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

LIMITS

General Aggregate \$Three (3) Times the Each Occurrence Limit \$500,000.00 Injury Limit Each Occurrence Limit \$500,000.00

(d) <u>Coverage</u>. The insurance provided by CONTRACTOR pursuant to this Agreement shall apply on a primary basis and any other insurance or

self-insurance maintained by the COUNTY or the COUNTY'S officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of the CONTRACTOR.

- (e) Occurrence Basis. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis.
- (f) <u>Obligations</u>. Compliance with the foregoing insurance requirements shall not relieve the CONTRACTOR, its employees or agents of liability from any obligation under a Section or any other portions of this Agreement.

SECTION 14. ALTERNATIVE DISPUTE RESOLUTION.

- (a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY protest procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code.
- (b) CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the COUNTY protest procedures set forth in subsection (a) above of which the CONTRACTOR had knowledge and failed to present during the COUNTY protest procedures.
- (c) In the event that COUNTY protest procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 15. REPRESENTATIVE OF COUNTY AND CONTRACTOR.

- (a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The COUNTY, upon request by CONTRACTOR, shall designate in writing and shall advise CONTRACTOR in writing of one (1) or more COUNTY employees to whom all communications pertaining to the day-to-day conduct of the Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information and interpret and define the COUNTY'S policy and decisions pertinent to the work covered by this Agreement.
- (b) CONTRACTOR shall, at all times during the normal work week, designate or appoint one or more representatives of CONTRACTOR who are authorized to act on behalf of CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually advised of such designation.
- SECTION 16. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are not commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 17. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 18. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of copartners between the parties, or as constituting the CONTRACTOR including its officers, employees, and agents, the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. The CONTRACTOR is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

SECTION 19. EMPLOYEE STATUS. Persons employed by the CONTRACTOR in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY'S officers and employees either by operation of law or by the COUNTY.

SECTION 20. SERVICES NOT PROVIDED FOR. No claim for services furnished by the CONTRACTOR not specifically provided for herein shall be honored by the COUNTY.

SECTION 21. PUBLIC RECORDS LAW. CONTRACTOR acknowledges COUNTY'S obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 22. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the

place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For COUNTY:

Roads/Stormwater Division 177 Bush Loop Sanford, FL 32773

For CONTRACTOR:

Ott Landscaping Maintenance, Inc. 1413 Wontoon Road DeLand, FL 32720

SECTION 23. RIGHTS AT LAW RETAINED. The rights and remedies of the COUNTY, provided for under this Agreement, are in addition to any other rights and remedies provided by law.

SECTION 24. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, the CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the CONTRACTOR.

SECTION 25. CONFLICT OF INTEREST.

(a) The CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

- (b) The CONTRACTOR hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the CONTRACTOR to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.
- (c) Pursuant to Section 216.347, Florida Statutes, the CONTRACTOR hereby agrees that monies received from the COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal agency.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for the purposes stated herein.

ATTEST:	OTT LANDSCAPING MAINTENANCE, INC.
, Secretary	By:
(CORPORATE SEAL)	Date:
	SEMINOLE COUNTY, FLORIDA
Witness Print Name	By:
Witness	Date:
Print Name For the use and reliance of Seminole County only. Approved as to form and legal sufficiency.	As authorized by Section 330.3, Seminole County Administrative Code.
County Attorney AC/lpk 6/21/06	

rfp-600006 Part A & B

Exhibit "A" - Scope of Services Exhibit "B" - Rate Schedule

Attachments:

Section 9 -Price Proposal Forms

PROJECT:	Performance Work Statement for Mo Roads and Stormwater Locations	owing and Grounds Maintenance Services in
COUNTY CO	NTRACT NO. RFP-60006-06/GMG	
Name of Prop	oser: OTT LANDSCAPE MAINTEN	JANCE, INC.
Mailing Addres	ss: 1413 Hontoon Road	
Street Address	s: 1413 Hontoon Road	
City/State/Zip:	DeLand, FL 32720	
Phone Numbe	r: (<u>386</u>) <u>734–8272</u>	<u> </u>
FAX Number:	(386) 734-8272	
the other docuterms of the Coost of the Worncluding all of furnish any arrecessary to produce the coordinate of the uncoordinate of the uncoordina	ments relating thereto, the undersigne contract Documents, local conditions at the places where the Work is to be fits component parts and everything and all of the labor, material, and too perform the required services, all in second to the labor of t	est for Proposals, Instructions to Proposers, and d Proposer, having familiarized himself with the affecting the performance of the Work, and the edone, hereby proposes and agrees to perform, required to be performed, and to provide and alls, equipment, and all transportation services strict conformity Contract Documents, including on file at the Purchasing Division for the the only persons or parties interested in this his proposal is made without collusion with any ees, if the proposal is accepted, that he/she will
execute an Agr	reement with the COUNTY in the form s	set forth in the Contract Documents.
	•	
N WITNESS V June	WHEREOF, PROPOSER has hereunt , 20 <u>06</u>	o executed this FORM this <u>6th</u> day of
The second secon	CAPE MAINTENANCE, INC.	garage C. O. #
Name of PROI	POSER)	(Signature of person signing FORM) James C. Ott
		(Printed name of person signing FORM) President
		(Title of person signing FORM)

Price Schedule A - Rough-cut Mowing in Roads Locations

<u>There is NO Additional Compensation For Mobilization. All Mobilization of Equipment & Personnel Shall Be Included In</u>
The Unit Cost.

Type of Service	Unit Measurement	Estimated Services	Estimated Quantities	Cost Per Unit	Total Price-Road Locations-Group A		
Roadside Mowing	Acres	9	811	39.95	* 291, 595.05		
					,		
Edging of Curb	Lineal Feet	. 3	100,000	\$0.04	\$ 12.000.00		
Edging of Sidewalk	Lineal Feet	3	200,000	\$0.08	148,000.00		
			Tota	1 \$ 351	,595.05		

Note:

The County's Program Manager or his designated representative may require additional work on additional areas within Seminole County, in which case, the Contractor will be compensated by the County in accordance with the Proposal for that work.

Company Name: OTT LANDSCAPE MAINTENANCE, INC.

Price Schedule B - Rough-cut Mowing in Roads Locations

Possible Off Site Work Locations Estimated Amount on an as needed basis)

Type of Service	Unit Measurement	Estimated Services	Estimated Quantities	Cost Per Unit	Total Price-Road
Off Route Sites Under .30 Acres	Per Site	As Needed	20	\$50.00	Locations-Group I
Off Route Edging of Curb	Lineal Feet Lineal Feet	As Needed As Needed		\$0.06	1000.00
Off Route Edging of Sidewalk	Lineal Feet	As Needed			
Slope Mowing	Acres	As Needed As Needed			\$5,000.00
Slope Mowing Locations Under .50		As Needed -	75.00	^{\$} 250	\$ 18,750.00
	Per Site	As Needed	30	\$ 125	\$ 3,750.00

If Traffic Control is Required For Slope Mowing Operations, It Will Be Provided By Seminole County. The Lead Inspector Will Determine When Traffic Control is Regulred. All Other Traffic Control Will Be Provided By The

Note:

The County's Program Manager or his designated representative may require additional work on additional areas within Seminole County, in which case, the Contractor will be compensated by the County in accordance with the Proposal for that work.

iAintenance, Lnc.



DEFARIMENT OF FISCAL SERVICES
PURCHASING AND CONTRACTS DIVISION
THE EAST FIRST STREET • RESON SER
SAMEORD, 11 :2272-1466
TEL: (407) 663-7115 • FAX: 6407 663-7956

Date: June 5, 2006

To:

PROSPECTIVE RESPONDENTS AND ALL OTHERS CONCERNED

From:

Gloria M. García, CPPB, Senior Procurement Analyst

Subject:

RFP-600006-06/GMG --Performance Work Statement for Rough-cut Mowing and

Grounds Maintenance Services in Roads and Stormwater Locations

Due Date:

June 7, 2006 @ 2:00 PM

ADDENDUM #4
Total pages: 1

The information included in this Addendum revises, clarifies, or supplements the specifications and other provisions of the contract documents and is considered part and parcel to the RFP Package.

Response to questions related to Stormwater scope of services:

Question: According to the Addendum #3, Price Schedule C - Rough-cut Mowing in Stormwater Locations, you are now requesting a price per site for all locations. You have requested a price per site for "Pond Flat Ground Maintenance", "Ditch Flat Ground Maintenance", and "Boom/Slope Mowing". The "pond flat ground maintenance" and "ditch flat ground maintenance" both have an "*" symbol indicating *All mowing will be to waters edge. No exceptions. So, does this mean we mow flat and slopes 12 times per year for ponds and ditches? Or, do we mow flat ground only on ponds and ditches (as indicated under Type of Service) 12 times per year and then mow slopes on ponds and ditches 4 times per year?

Answer: Boom Mowing will remain as follows. Slopes of DITCHES shall be mowed to waters edge 4 Cycles per year. Ponds will be mowed to waters edge 12 cycles per year. There will not be any separate Boom Mowing for ponds. If you must Boom Mow, or weed eat to reach waters edge then your bid should reflect that. 12 Cycles of Flat Ground Maintenance on Ditches, 4 Cycles of Boom Mowing on Ditches, and 12 Cycles of Pond Mowing Period is what should be bid on. We just want the services provided. How the contractor performs these services is solely left to their discretion.

Failure to acknowledge receipt of this addendum on the submittal <u>shall</u> result in disqualification of your RFP response.

Signature on File

Gloria M. García, CPPB Senior Procurement Analyst

June 5, 2006 Addendum #4

Janel C.05 6-6-06 1



DEFARINHMI OF FEICAL MERVICES
PURCHASING AND CONTRACTS ORTSION
1101 EAST FIRST STREET * WOOM 2005
SANFORD, FL 00771-1448
THE MUZEUS 658-7118 * 1740-1407-1608-7536

Date: June 2, 2006

To:

PROSPECTIVE RESPONDENTS AND ALL OTHERS CONCERNED

From:

Gloria M. García, CPPB, Senior Procurement Analyst

Subject:

RFP-600006-06/GMG —Performance Work Statement for Rough-cut Mowing and Grounds Maintenance Services in Roads and Stormwater

Locations

Due Date:

June 7, 2006 @ 2:00 PM

ADDENDUM #3
Total pages: 2

The information included in this Addendum revises, clarifies, or supplements the specifications and other provisions of the contract documents and is considered part and parcel to the RFP Package.

• The attached <u>Price Proposal Form C</u> for Stormwater Locations has been corrected and revised and supersedes the prior proposal form.

Failure to acknowledge receipt of this addendum on the submittal shall result in disqualification of your RFP response.

Signature on File

Gloria M. García, CPPB Senior Procurement Analyst

Jones C-0# 6-6-06



OFFARTAMAT OF FISCAL SERVICES
PURCHASING AND CONTRACTS OR ESON
THAT EAST FIRST STREET * REPORT SIDE
SAMPORD, IT SERVICES STREET * 1407-1665-7456

Date: June 1, 2006

To:

PROSPECTIVE RESPONDENTS AND ALL OTHERS CONCERNED

From:

Gloria M. García, CPPB, Senior Procurement Analyst

Subject:

RFP-600006-06/GMG —Performance Work Statement for Rough-cut Mowing and Grounds Maintenance Services in Roads and Stormwater

Locations

Due Date:

June 7, 2006 @ 2:00 PM

ADDENDUM #2

Total pages: 2

The information included in this Addendum revises, clarifies, or supplements the specifications and other provisions of the contract documents and is considered part and parcel to the RFP Package.

 The following document has been <u>revised</u> and replaced with the attached *Price Proposal Form C* for Stormwater Locations.

Failure to acknowledge receipt of this addendum on the submittal shall result in disqualification of your RFP response.

Signature on File

Gloria M. García, CPPB

Senior Procurement Analyst

Janes C.05 1 6-6-06



DEPARTMENT OF FISCAL SERVICES
PURCHASING AND CONTRACTS DIVISION
HOT EAST FIRST STREET * ROOM 1206
SAMFORD, FL 3277-1456
THE 14071 683-7118 * FAX: (407) 683-7256

Date: May 26, 2006

To:

PROSPECTIVE RESPONDENTS AND ALL OTHERS CONCERNED

From:

Gloria M. García, CPPB, Senior Procurement Analyst

Subject:

RFP-600005-06/GMG —Performance Work Statement for Rough-cut Mowing and Grounds Maintenance Services in Roads and Stormwater

Locations

Due Date:

June 7, 2006 @ 2:00 PM

ADDENDUM #1

Total pages: 2

The information included in this Addendum revises, clarifies, or supplements the specifications and other provisions of the contract documents and is considered part and parcel to the RFP Package.

- 1. The following clause will be added to the terms and conditions of the RFP
 - **ECONOMIC PRICE ADJUSTMENTS:** The County acknowledges that prices may fluctuate from time to time. Accordingly an escalator/de-escalator clause will be accepted only under the following conditions:
 - 1. Price increase(s) and price decrease(s) comparable to documented manufacturer's price changes or changes in industry-related indices.
 - 2. Receipt of proper notification, to Purchasing and Contracts Division, in writing, of all items affected by price increases/decreases.
 - 3. All-price increases(s) and decreases(s) to be approved by the County's Purchasing and Contracts Office with the concurrence of the User Department.
 - 4. The successful Contractor must maintain the RFP prices firm for a minimum of one (1) year after the adjustment is processed for price increase.
- 2. The <u>Price Schedule C for Stormwater Locations</u> has been revised and replaced with the document that follows.

Failure to acknowledge receipt of this addendum on the submittal shall result in disqualification of your RFP response.

Signature on File

Gloria M. García, CPPB

Senior Procurement Analyst

Addendum # 1 5/25/06 Jones c.077 6-6-06 1

Performance Work Statement

4.1 SCOPE OF WORK. The Contractor shall provide all necessary management, supervision, personnel, materials, transportation, general and specialized tools and equipment required to accomplish all services for Seminole County Board of County Commissioners, as specified in the Scope of Services. The Contractor shall implement all necessary work control procedures to ensure timely accomplishment of work requirements, as well as to permit tracking of work in progress. The Contractor is responsible for adequately planning and scheduling work to assure material and labor availability to complete work requirements within the response times and quality standards established herein.

4.2 PERSONNEL.

- 4.2.1 Project Manager The Contractor shall provide the County with the names, addresses, and telephone numbers of the Project Manager and Alternate with the submittal. The Contractor shall provide written notice to the County at least one week in advance of any proposed change of Project Manager or Alternate and shall submit justification (including the name and rationale for proposed change and how he/she will be phased in). No substitution shall be made by the Contractor without the written concurrence of the County Contract Administrator. The Project Manager or alternate shall return all calls from the County Contract Administrator within two (2) hours. The Project Manager shall be available twenty-four (24) hours a day, seven (7) days a week, to act with full authority for the Contractor. This individual shall be responsible for the supervision, overall administration and coordination of all required services. The Project Manager shall be the point of contact with the County and have the authority to act or make decisions for the Contractor.
- 4.2.2 Alternate The Contractor shall designate at least one Alternate Project Manager to act for the Project Manager with the same authority during absences of the Project Manager (e.g., vacation and sick leave). The Contractor shall provide the name(s) and telephone number(s) of the Alternate Project Manager(s) with the submittal. The Contractor shall provide written notice to the County Contract Administrator one week in advance of any change of Alternate Project Manager(s).
- 4.2.3 Other Personnel Requirements The Contractor shall furnish supervisory, administrative and direct labor personnel to accomplish all work required. The Contractor shall provide only personnel who are legally entitled to work in the United States to accomplish work and services specified herein. The Contractor employees performing the services required by the contract shall have specialized training, prior work experience or demonstrated technical skills required to fulfill the specific contract requirements.
- 4.2.4 <u>Prohibition against hiring off-duty County employees</u> The Contractor shall not hire off-duty nor utilize under contract any person whose employment under the contract will, or appear to, result in a conflict of interest or violation of the standards of conduct. In instances of doubt, the Contractor shall refer the matter to the County Contract Administrator.
- 4.2.5 Employee Physical Capabilities There shall be no discrimination against employees on the basis of handicaps or other disabling conditions; however, employees shall only be assigned to duties which they can perform without endangering the health, safety and welfare of themselves or others. The Contractor shall have a duty to reasonably accommodate any handicap.
- 4.2.6 <u>Standards of Conduct for Contractor Personnel</u> All Contractor personnel or representatives shall obey all regulations in effect during the contract period. The Contractor shall be responsible for maintaining satisfactory standards of employee competency and conduct and for taking disciplinary action against his/her employees as necessary. The County Contract Administrator will require the Contractor to remove from the job site any Contractor employee found

under the influence of alcohol, drugs, or any other incapacitating agent during the tour of duty. The Contractor shall also remove any employee whose conduct or appearance reflects disgrace or dishonor upon the County. The County reserves the right to require removal from the job site of any employee who endangers persons or property, whose continued employment is inconsistent with the interests of the government security, or whose presence deters the accomplishment of work. Furthermore, the County reserves the right to refuse to permit any Contractor employee to perform services under the contract who is not in compliance with requirements of contract. In such cases, the County Contract Administrator will advise the Contractor of the reason for requesting an employee's removal or withdrawing his/her authorization to be in the facility. The removal from the job site of a Contractor employee shall not relieve the Contractor of the requirement to provide sufficient personnel to perform the work specified in the contract.

- 4.2.7 <u>Employee Identification</u> –All Contractor employees shall wear a Contractor furnished identification uniform with logo which shall be visible on the outside of their clothing.
- 4.2.8 <u>Contractor Availability</u> The Contractor shall provide a local telephone number, which is not a toll call from Seminole County, where he/she or the designated representative may be reached during normal duty hours. The Project Manager and Alternate shall carry a telephone and the number shall be provided to the County Contract Administrator or designated representative, prior to contract performance and immediately upon any change, throughout the term of this contract.
- 4.2.9 <u>Control of Personnel</u> The County will not exercise any supervision or control over Contractor personnel performing services under the contract. Contractor personnel shall not be placed under the supervision, direction, or evaluation of County personnel, or become an integrated part of the County organization in connection with performance under the contract, nor shall Contractor personnel be used in administration or supervision of County activities.
- 4.2.10 Personnel Selection The Contractor shall be responsible for selecting personnel who are well qualified to perform the required services, for supervising techniques used in their work, and for keeping them inform of all improvements, changes, and methods of operation.
- 4.3 QUALITY CONTROL PROGRAM. The Contractor shall establish and maintain a quality control program that identifies and results in correction of potential and actual problem areas throughout the entire scope of the contract. The Contractor's quality control program shall contain processes for corrective action without dependence upon County direction and include a customer complaint feedback system for correction of validated complaints and to inform the customer of corrections. At a minimum, the customer complaint shall contain procedures for the customer to file complaints with the Contractor, forms to be utilized by the customers, procedures for investigation of the complaint and feedback to the customer and the County on the results and actions taken on the complaint.
- 4.4 REWORK. Services that are not performed to County's satisfaction or to the required specifications shall be performed or re-performed. Rework is solely at the option of the County. The fact that a specific task has or has not been reworked will in no way effect the results of quality assurance random sampling, the calculated acceptable percentage or deductions which may result there from. Rework shall be accomplished within one (1) calendar day of notification by the County at no additional cost to the County. Contractor shall notify the County Contract Administrator or designated representative when rework requirements have been completed.
- 4.5 QUALITY ASSURANCE. The County Contract Administrator or designee will monitor the Contractor's performance under this contract by conducting a minimum of two (2) scored inspections per month, at randomly chosen buildings. Inspection dates and times will be scheduled in advance and the Contractor will be notified of the inspection location not less than sixty (60) minutes prior to

the inspection time. The average of the scores for the monthly inspections will determine if there is a deduction from the monthly payment as outlined in Section 6.0 *Performance Work Standards*.

- 4.6 PERFORMANCE EVALUATION MEETINGS. The Contractor's Project Manager may be required to meet at least bi-weekly with the County Contract Administrator during the first month of the contract. Meetings will be as often as necessary thereafter as determined by the County.
- 4.7 SAFETY. The Contractor shall conduct operations in strict conformance with all local, federal, states rules and regulations applicable for the performance of required services. Upon commencement of work under this contract, the Contractor shall implement a suitable safety program for employees performing work under this contract.
- 4.8 SMOKE FREE ENVIRONMENT. Smoking is prohibited in County buildings except for designated smoking areas. Smoking is not permitted in offices or common areas such as hallways, stairwells, restrooms, elevators, entryways, lobbies, conference rooms, classrooms. Permissible areas will be so designated.
- 4.9 NO WORK WILL BE PERFORMED ON LEGAL COUNTY HOLIDAYS OR SUNDAYS. Days designated by Seminole County as legal holidays. These days are:

New Year's Day
Martin Luther King's Birthday
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day

When such holidays fall on Saturday, the preceding Friday shall be considered a holiday. When such holidays fall on a Sunday, the succeeding Monday will be considered a holiday.

- **4.10 SECURITY.** The Contractor shall be responsible for the security of his/her property and the property of the Contractor's employees.
- 4.11 OFFICE AND STORAGE AREA. The Contractor shall furnish his/her own office and storage area off post.
- **4.12 VEHICLE REGISTRATION**. All vehicles operated in support of the contract, including Contractor and Contractor employees' privately owned vehicles or subcontractor vehicles, shall be properly registered, insured, licensed and safety inspected in accordance with applicable Federal, state and local government requirements.
- 4.13 CIRCUMSTANCES TO BE REPORTED. The Contractor and the Contractor's employees shall report any circumstances of needed repairs of the facility or unusual soiling of an area which may affect the performance of the work, unhealthy or hazardous conditions, and any delays or interference with the work caused by County employees. Such items shall be reported to the County Contract Administrator immediately upon discovery by the Contractor. Emergency repairs must be notified immediately to EOC at 407-665-5100.
- 4.14 REPORTING CRIME OR SUSPICIOUS ACTIVITIES. The Contractor shall report any crime to the EOC at 407-665-5100 and law enforcement personnel immediately upon learning of the crime. The Contractor shall also report all suspicious activities or conditions conducive to crime immediately,

- 4.15 DAMAGES DUE TO FIRE, THEFT, ACCIDENT OR OTHER DISASTER. The County will not be responsible for damage due to fire, theft, accident, or disaster to the Contractor's supplies, materials, equipment, or Contractor's personal belongings brought into the County buildings or onto the government grounds.
- **4.16 EQUIPMENT/SUPPLIES.** The Contractor shall furnish all equipment and supplies necessary to perform the required services.
- 4.17 HAZARDOUS CHEMICALS. When a substance is determined to be hazardous, the Contractor shall perform in accordance with regulations such as OSHA.
- 4.18. MATERIAL SAFETY DATA SHEETS. The Contractor shall submit, at the request of the County Contract Administrator, any or all Material Safety Data Sheets for hazardous materials proposed for use in the performance of the contract. In addition, the Contractor shall maintain copies available for review by the Contractor employees.
- **4.19.** PREMISES. Contractor shall assume full responsibility for any damage to any County, other contractors, or home owner's property caused or alleged to have been caused by or incident to the execution of this Work.

Scope of Services

5.1 - GENERAL:

Scope of Work:

- A. The work specified in this Section consists of furnishing all labor, materials, coordination, transportation equipment, and all incidentals necessary for the grounds maintenance including, shrubs, ground covers, lawn areas, and entire sites shall be cleared of trash and debris through out the entire mowing sites. All work shall be performed during daylight hours.
- B. The Contractor shall provide supervised staff to complete the grounds maintenance duties as outlined in the Contract, in strict accordance with the specification and under the supervision of the County's Program Manager or his designated representative. The Contractor shall also provide sufficient personnel when required for additional services as specified in the Contract so that the services are completed in a reasonable amount of time. County should have easy access to Contractor by cell phone, pager and / or internet services. The County Program Manager or his designated representative will determine when to begin each Work Cycle. The Contractor will be required to begin work within seven (7) calendar days after receiving the Notification from the County. All work cycles shall be completed in a continuous and expeditious manner.
- C. The Contractor must notify the County Program Manager before 8:00 a.m. Monday through Friday on a daily basis during the course of each cycle as to the progress of the cycle, so that it can be checked and a log kept of the dates the areas were being serviced. The use of fax or email is also agreeable, but must have the information of the work progress, the areas that were serviced, as well as what is planned to be serviced that day. The Contractor shall also notify the Inspector of down time due to weather.

 Those areas which are inaccessible to moving machinery shall be trimmed in conjunction with each moving cycle at NO additional cost to the county.
- D. It shall be the Contractors responsibility to maintain traffic flow through the designated work area. The Contractor will be <u>quided by and shall adhere to the requirements of the latest version of the State of Florida Department of Transportation's Manual on Traffic Control and Safe Practices for Streets and Highway Construction, Maintenance and Utility Operations.</u>
- E. All equipment used under this contract must be approved for use by the Roads Program Manager or his designated Contract's Inspector. Some sites will require the use of different equipment to be used, due to weight requirements where sidewalks are on some locations and sloped areas behind the sidewalk areas.
- F. Other work may be in progress, in the Right of Way, by Seminole County, the State of Florida, Department of Transportation or another private contractor. The Contractor shall cooperate with others and shall not be entitled to extra compensation or adjustments in the unit prices because of deletion of work items or delay because of work by others.
- G. A Contractor's proposal shall be in the form of a unit price for each cycle expected to be accomplished. The quantities shown on the Price Schedule are approximate and represent planned annual requirements based on historical or specific project needs. The County does not guarantee any minimum or maximum quantity, any range of quantities, or the exact quantities shown for each proposed item. The County's estimated quantities and the Contractor's proposal will be used to calculate a total amount for evaluation.

Quality Assurance:

- A. The execution of all operations required shall be subject to the approval of the County. The Contract Administrator or designee and the Contractor shall make weekly site inspections to determine any work, which, in the opinion of the County, is unacceptable, the Contractor shall promptly correct all rejected work at each location.
- B. The Contractor shall certify that the work quantities and quality were accomplished in accordance with these specifications. This certification will be accomplished by the Contractor signing and returning the cycle log sign off sheet identifying when each location was completed.

5. 2 - PRODUCTS:

Insecticides and / or herbicides: The Contractor shall maintain a valid current state pesticide applicator's and operator's license at all times and shall use all chemicals in strict accordance with the federal, state, and county directives on environmental control, and E.P.A approval number at all times while on the job.

5.3 - EXECUTION

Group A: Roads Locations

Mowing:

Roadside mowing encompasses the routinely mowed areas of shoulders, front and back slopes of ditches with a less than 3:1 slope, roadside swale bottoms, and sidewalks front and back. Similar areas conductive to the use of high production equipment and or smaller equipment as needed to maintain the areas. Blowing off of the roadway, curb and sidewalk areas are to be performed to alleviate clippings from being strewn over these areas and cause unfavorable safety conditions for the roadway and pedestrian traffic. Extreme caution is to be taken when mowing during poor weather to avoid having grass clippings all over the sidewalks, curbs, and roadways before or during a rain, as wet grass is difficult to blow off. The County will mow all wet or steep ditches, greater than a 3:1 slope. The Contractor is required to mow from the roadway to the top of the ditch bank, excluding wet or steep ditches, from the top of the ditch bank to the Right-of-Way marker or specified boundary. If there is no grassed area on the opposite side of the ditch, the Contractor is required to mow only up to the top of the first ditch bank from the roadway. All mowing shall conform to previously established mowing limits. All grass and vegetation shall be cut to a height of four (4") with maximum tolerance of one-half (1/2") plus or minus. Mowing area shall be cut uniformly with no streaks.

Trimming:

Consisting of weed eating around sign posts, head walls, guard rails, fence lines, phone poles, guide wire areas (from pole to where wire attaches to the ground) etc., that is within the Right-of-Way boundary. The Contractor will be responsible for keeping the sidewalk areas within their mowing route open and free from encroaching weeds, debris and low limbs obstructing sidewalk areas.

Litter Removal:

The Contractor will be responsible for the pickup and removal, in those areas being mowed of any obstacle such as wood, tires, cans, etc., which cannot be traversed by the mowing equipment. It shall

also be his responsibility to remove, at no extra cost to the County, any item shoe box size or larger, such as newspapers, magazines, large boxes, etc., that would be tom, ripped, scattered or further sub-divided by the mower and will result in an objectionable appearance. Litter is to be removed before mowing each location; and, the Contractor shall exercise the necessary care to preclude any source of litter by his operation. Motorized equipment may be used for the process of litter removal or weed eating. If using this type of equipment it shall be operated with the direction of traffic and shall be equipped with blinking or flashing amber lights & slow moving signs.

Edging Curbs and Sidewalks:

This work will encumber the edging of sidewalks and curb lines along the normal mowing route an estimated three times per year. There could also be some curb and sidewalk edging located outside of the normal mowing route. These areas are covered under the Price Schedule and will be measured in lineal feet of each. All debris is to be removed, resulting in a clean edge line and clear passage way. The contractor will be required to keep the walkway areas open and free of sand, clippings and encroaching vegetation.

Safety:

- A. All materials and performance of work will meet all federal health and safety laws currently in effect. All chemicals to be used in performance of this contract shall carry an E.P.A. approval number.
- Immediately notify the County Lead Inspector when an accident/incident occurs involving private property.
- C. The Contractor shall provide and require the wearing of protective clothing, mask, eye protection, etc., during any operation as required or directed by applicable laws, regulations or ordinances, and/or directions of manufactures of material or equipment. All equipment will have and utilize amber flashing lights and slow moving vehicle signs.
- D. All equipment must be properly maintained and is subject to inspection by the County. Any equipment deemed inoperable or unsafe shall be removed from the premises. All equipment must meet American Standard Safety specifications and OSHA requirements.
- E. The Contractor shall adequately protect workers, adjacent property, and the public. The Contractor shall take all necessary precautions for the safety of his employees on the job and of the persons employed at and visiting the facility.

Performance Work Standards

6.0 Performance Analysis and Standards:

Performance analysis assigns a performance requirement to the tasks, which involves determining how a service can be measured and what performance standards and quality levels apply. The performance standard establishes the performance level required by the County. Correspondingly, the acceptable quality level establishes a maximum allowable error rate or variation from the standard.

Monthly payments to the Contractor will be reduced for unsatisfactory performance using the following methods:

- Each month Contractor performance will be compared to contract standards and acceptable quality levels as stated in the contract.
- Inspection scores are averaged The average scoring for the month is used to determine the percentage payment of the invoice. The County's decision is final.
- The Contractor will be notified of any deficiency identified during the term of the contract.
 Contractor shall take appropriate corrective action upon notification. In the event of such notification, the Contractor shall explain in writing within five (5) days of receipt, why performance was unsatisfactory, how performance will be brought into compliance with contract specifications and standards and how the problem will be prevented.

The <u>inspection Score</u> is as follows:

Score I	Range	Payment
Maximum	Minimum	%
100.00	95.00	100
94.99	90.00	99
89.99	85.00	98
84.99	83.00	97
82.99	81.00	96
80.99	79.00	95
78.99	77.00	94
76.99	7 5.00	93
74.99	73.00	92
72.99	60.00	80
59.99	47.00	70
46.99	34.00	60
33.99	0.00	0

LOCATIONS AND ADDRESSES

Group A. – Roads		TARREST FROM SANS	ТО
LOCATION	ACRES		Myrtie Av.
Hester Rd.	1.50	Ronald Reagan (427)	Brown Av.
Tucker Rd.	0.80_	Ronald Reagan (427)	Wynn
Bedford Rd.	0,85	Ronald Reagan (427).	Hester Av.
Myrtle Ave.	1.90	Sanford Av.	Myrtle Ave.
Nolan Rd.	1.60	Ronald Reagan Blvd.	Lake Mary Blvd.
S. Sanford Ave.	8.02	Lake Jessup	end (North side)
North Way	0.32	Sanford Ave	
Michigan St.	0.72	S. Sanford Ave.	Greenway
E. 26th St.	0.15	House # 420 N. Side	End SR - 17 / 92
27 th St.	0.72	Sanford Av.	
Wylly Ave.	0.70	Sanford Av.	Depot St.
E. Onora Rd.	1.80	Mellonville Av.	Ohio Av.
Ohio Ave.	2.40	E. Lake Mary Blvd.	E. Onora Rd.
Mellonville Ave.	3.00	E. Lake Mary Blvd.	Airport Blvd.
Pine Way	5.90	Sanford Av.	Sipes Av.
Marquette Ave.	6.10	Onio Av.	Beardall Av.
Beardall Ave.	9.90	Kentucky Av.	Celery Ave.
Kentucky Ave.	2.70	Sipes Av.	Cameron Av.
Cameron Ave.	9.10	Kentucky Av.	Celery Ave.
Sipes Ave.	1.70	Pineway	Marquette St.
Moores Station	2.00	Beardall Av.	Richmond Av.
Richmond Ave.	2.10	SR / 46	Moors Station
Jitway Ave.	0.20	SR / 46	Main
N. Sipes Ave.	1.70	SR - 46	Celery Ave.
Right Way	1.81	SR - 46	SCHOOL
20th St.	1.60	Brisson Av.	Sipes Av.
Main St.	0.40	Beardall Av.	Sipes Av.
N. Brisson	3.20	SR - 46	Celery Av.
Celery Ave.	12.60	Sanford Av.	SR-415
N. Cameron Ave.	0.25	Celery Ave.	Chickasaw Tr
First Dr.	0.75	Summerland Ave.	Rossenberry Lane
Burrows Lane	0.75	First Dr.	South St.
The second secon	33.60	SR - 46	E. Osceola Rd.
Osceola Rd.	6.00	OSCEOLA RD.	Cypress Bend
E. Osceola Rd.	10.40	SR - 46	To the Park
Mullet Lk. Park Rd.	3.40	Osceola Rd.	Ave. "C"
Old Geneva Rd.	0.80	SR - 46	First Dr.
Avenue "C"	0.40	2nd ST.	1st ST.
Pine St.	 	2nd ST.	Lake Geneva Dr.
Main St.	0.40	AVE. "C"	Pine St.
Second St.	0.40		Willow Pond Ln.
N. Hart Rd.	3.52	Geneva Height Rd.	

LOCATION	ACRES	ADDRESS - FROM >>>>	TO
Geneva Heights Rd.	1.42	Old Geneva Rd.	Lake Geneva Rd.
Lake Harney Rd.	2.70	Lake Geneva Dr.	100' past Whitcomb Dr.
Jungle Rd. (N. OF 46)	5.11	SR - 46	Lake Harney Rd.
Cross Over Lane	0.06	N. Jungle Rd.	Whitcomb Dr.
Gloss Over Edito			Fittons
Whitcomb Dr.	1.00	Lake Harney Rd.	Fort Lane
Fort Lane Rd.	0.84	N. Jungle Rd.	End
Harney Heights Rd.	2.16	Lake Harney Rd.	End
Mead Rd.	0.71	Harney Hts. Rd.	End
Cemetery Rd.	1.70	First St.	Cemetery Ent.
First ST.	3.40	SR - 46	Lake Geneva Rd.
Cochran Rd.	2.55	SR-46 South	End of pavement
Rest Haven RD.	7.50	SR - 46	Lake Harney Cir.
Marion Ave.	3.50	Rest Haven Rd.	Lake Harney Cir.
Old Mims Rd.	15.00	Jungle Rd.	CR - 426
Jungle Rd. (S. OF 46)	1.60	SR - 46	Old Mims Rd.
Snow Hill Rd.	13.85	CR - 426	Bridge
Snow Hill Rd.	13.85	Bridge	Brumley Rd.
Twisting River	0.59	Snow Hill Rd	End
Chuluota By-Pass Rd.	19.59	Snow Hill Rd	Cr-419
Brumley Rd.	11.76	Ave. "H"	End of Dirt Rd.
Willingham Rd.	6.00	CR-419	Chuluota by Pass
Old Chuluota Rd.	1.31	Willingham Rd.	Cr-419
Curryille Rd.	3.34	Lake Mills Rd.	End of Pavement
Ft. Christmas Rd.	2.30	Lake Mills Rd.	County Line
Lake Mills Rd.	20.20	CR - 419	Brumley Rd.
Seventh St.	0.60	AVE. "E"	Dead End
Ave. H	0.70	Brumley Rd.	3 rd ST.
Mills Shore Area off 7th		<u>.</u>	Desidoido only
St	0.27	Retentions Areas	Roadside only 250 ft. South Side
Lake Mills Ave.	0.15	7th ST.	
Tropical Ave.	0.90	7th ST.	Lake Mills Rd.
Lake Dr.	3.20	Tropical	Ave. "C"
Second St.	0.16	AVE. "H"	CR - 419
Langford Rd.	0.40	CR - 419	Old Chuluota Rd.
CR - 419		Langford	Orange County Line
CR - 419		SR- 434	Lockwood Rd.
CR- 426		Red Light @ 434	SR - 46
Van Arsdale St.		CR - 426	Florida Ave.
Florida Ave.	12.70	Van Arsdale St.	Deleon Av.
Deleon Ave.	2.40	SR - 434	Howard Av.
Elm St.	3.04	Florida Av.	End of Pavement

LOCATION	ACRES	ADDRESS - FROM	
Howard Ave.	5.42	Stone St.	Black Hammock Rd.
Howard Ave. East side	2.50	Stone St. East	End of Pavement
Canal St.	3.00	Florida Av.	End of Pavement
Black Hammock Rd.	0.68	Howard Av.	End of Pavement
Stone St.	2.98	Florida Av.	End of Pavement
Okalahoma St.	1.60	Florida Av.	Howard Av.
Spring St	2.91	SR434	Lake St
Lake St.	0.30	Spring	Dead End
Chapman Rd.	5.90	SR - 4343	Alafaya Trail
Mikler Rd. (Sec. #1)	0.30	REDBUG END	Cul De Sac
Security Ave.	0.56	SR - 426	Cul De Sac
Mikler Rd. (Sec. #2)	0.52	SR - 426	Cul De Sac
Dean Rd.	3.20	SR - 426	County Line
Gabriella Lane	3.30	Tuskawilla Rd.	Brooks Lane
Lake Dr.	14.40	Tuskawilla Rd.	Seminola Blvd.
Byrd Rd.	1.50	Lake	End of Pavement
Citrus Rd.	4.31	Tuskawilla Rd.	Just past Otter Lane
Sylvia Rd.	1.15	SR - 426	Redbug Rd.
Brooks Lane	3.30	Redbug Rd.	End
Old Howell Branch Rd.	3.38	Aloma	New Howell Branch
Dike Rd.	13.70	Tuskawilla Rd.	Howell Branch
Grand Ave.	7.30	Dike Rd.	Howell Branch
Garden Lakes Blvd.	0.40	Grand to just past	power lines
Bear Gully Rd.	1.55	SR - 426	Howell Branch
Golden Rod Dr.	0.35	Bear Gully	End
Orange Ave	1.80	Citrus Av	Grove Av
Walnut Ave.	0.50	Poinsettia Ave.	Ohio Ave.
Ohio Ave.	0.30	Walnut Av.	Dead End
Seminole Ave.	1.80	Grove Ave.	Citrus St.
Ĝrove Ave.	0.30	Tangerine Ave.	Seminole Ave.
Brooks Side Tr.	0.56	Tangerine Ave.	End
Lake Howell Rd.	6.29	SR - 436	County Line
Lake Monte	0.12	Orange Co. Line	Linden Rd.
Lake Howell Lane	0.50	SR - 436	County Line
Flaming Arrow Ct.	0.18	Kewanee Trail	End
Oxford Rd.	2.30	East St.	Derbyshire Rd.
Derby shire Rd.	3.30	Wellington Terr.	Cedarwood Dr.
Lake of The Woods Blvd.		17 / 92	Oxford Rd.
Navel Dr.		O' Brien	End
Oranole Rd.		Maitland Av.	Lake Destiny
Lake Destiny Rd.		Oranole Rd.	7-11 (city limits of Maitland)
Flame Av.		Oranole Rd.	Banyon Dr.
Idino FVl			

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LOCATION	ACRES	ADDRESS - FROM >	>>> TO
Anchor Rd.	4.80	SR - 436	Plumosa Ave.
Plumosa Rd.	0.33	CR - 427	Anchor Rd.
North St.(Merritt)	4.10	Anchor Rd.	CR - 427
Jackson St.	0,80	SR - 436	End
Marker St.	0.80	CR - 427	Leonard St.
Magnolia Av.	0.08	CR - 427	200 Feet (S. Side)
E. Wildmere	1.20	CR - 427	Oleander St.
Seminole Av.	0.70	North St.	Francis St.
Charlotte St.	0.29	Seminole Ave	Dead End
Fairview Ave	0.15	North St.	Charlotte St.
North St.	7.00	CR - 427	Raymond Av.
Charles St.	0.54	Terry Town Rd.	Ichabod
Country Club Rd.	0.10	North St. East side	150 FEET
Raymond Av.	0.30	North St.	SR - 436
Longwood Lk. Mary	4.10	Lake Mary Blvd	427 – parts and pieces
General Hutch. Park Way	3.00	SR - 17/92	CR - 427
Longwood Hills Rd.	4.10	CR - 427	Lake Emma Rd.
E. E. Williamson Rd.	3.00	Penelope Ave.	Markhamwoods Rd.
Penelope Av.	0.70	E.E. Williamson Rd.	Bridge
Lake Emma Rd.	5.24	E.E. Williamson Rd.	Lake Mary Blvd.
Florida Av.	0.90	SR - 17/92	Highland Av.
Lake Luceme	0.50	Florida Av.	Nursery Rd.
Nursery Rd.	0.90	SR - 17 / 92	Dirt Section
Raven Av.	0.25	SR - 17 /92	Mockingbird Lane
Navelt Av-	<u> </u>	300' E. of 17-92 on N.	
Sheppard Rd.	0.63	Side	Just past large_concrete Dr. Way
W. Lake Brantley Rd.	6.15	Tri Angle Rd.	W. Lk. Brantley Dr.
W. Lake Brantley Dr.	0.33	W. Lk. Brantley	Dirt Section
E. Lake Brantley Rd.	2.40	Sand Lake Rd.	SR - 436
E. Lake Brantley.	0.50	SR - 434	Wekiva Spr. Rd.
Wekiva Springs Rd.	0.18	Memtile Bank	House # 447
Miami Springs Dr.	0.21	Midways down	End ·
Line Dr.	0.48	SR - 436 (E. SIDE)	Sand Lake Rd.
Bear Lake Rd.	11.30	SR - 436	County Line
Sunshine	0.10	Small section near Balmy	Beach Intersection on S. side
Azalea Rd.	0.20	Balmy Beach	Floral Way
Holiday	5.10	Bear Lk. RD.	Balmy Beach Rd.
Balmy Beach Rd.	7.60	SR - 436	Cecilia Dr.
Co. Lot (Off Floral Way)	0.50		
Neil Dr.	0.80	Balmy Beach Rd.	County Line

Dineal Beach Dr.	LOCATION	ACRES	ADDRESS - FROM >>	
Piety Way	Lineal Beach Dr.	0.90	BEAR LK. RD.	Oranole Way
Overland Rd. 0.90 SR - 441 County Line Eden Park Rd. 3.30 2.30 Bunnell Rd. Rail Road tracks Pearl Lake Causeway 3.80 SR - 436 Bunnell Rd. Magnolia Rd. 0.40 Pearl Lk. Causeway Magnolia Rd. Bunnell Rd. 6.10 SR - 434 Bear Lake Rd. Orange Av. 3.80 SR - 435 Forest City Rd. Weathersfield Av. 0.50 SR - 436 Duke Av. Forest City Rd. 0.15 Arletta St. End Arletta St. 0.50 Forest City Rd. Orlando Av. Hillview Dr. 0.98 Durango 2nd curve on McNorton Markhamwoods Rd. 43.58 E.E. Williamson Markham Rd. Using Dr. 0.98 Durango 2nd curve on McNorton Markham Rd. 5.00 Markham Rd. SR - 46 Longwood Markham Rd. 8.60 Markham Rd. SR - 46 Longwood Markham Rd. 14.70 Kr. 431 Longwood Markham Rd. Long Pond Rd	Plava Way	1.09	Lineal Beach	
Eden Park Rd. 3.30 2.30 Bunnell Rd. Rail Road tracks		0.90	SR - 441	
Pearl Lake Causeway		2.30	Bunnell Rd.	Rail Road tracks
Rainer Dr. 0.40 Pearl Lk. Causeway Magnolia Rd.	ļ	3.80	SR - 436	Bunnell Rd.
Magnolia Rd. 0.40 Bunnell Rd. Pearl Lake Cause Way Bunnell Rd. 6.10 SR - 434 Bear Lake Rd. Orange Av. 3.80 SR - 436 Forest Cify Rd. Weathersfield Av. 0.50 SR - 436 Duke Av. Duke Av. 0.25 Weathersfield Av. Colgate Dr. Forest Cify Rd. 0.15 Arletta St. End Arletta St. 0.50 Forest Cify Rd. Orlando Av. Hillview Dr. 0.98 Durango 2nd curve on McNorton Markhamwoods Rd. 43.58 E.E. Williamson Markham Rd. Windsor Isle 0.20 Markhamwoods Rd. DEAD END Lake Markham Rd. 5.00 Markham Rd. SR - 46 Longwood Markham Rd. 1.45 Markham Woods Rd End of Pavement Long Pond Rd 0.51 Markham Woods Rd Longwood Markham Rd. VANIKEE LK Emerg. Inside fence of old tree farm Inside fence of old tree farm Stage area) 1.12 Farm Wayside Dr. 9.60 SR		0.40	Pearl Lk. Causeway	
Bunnell Rd. 6.10 SR - 434 Bear Lake Rd.			Bunnell Rd.	Pearl Lake Cause Way
Orange Av. 3.80 SR - 436 Forest City Rd. Weathersfield Av. 0.50 SR - 436 Duke Av. Duke Av. 0.25 Weathersfield Av. Colgate Dr. Forest City Rd. 0.15 Arletta St. End Arletta St. 0.50 Forest City Rd. Orlando Av. HillView Dr. 0.98 Durango 2nd curve on McNorton Markham Voods Rd. 43.58 E.E. Williamson Markham Rd. Windsor Isle 0.20 Markham Woods Rd. DEAD END Lake Markham Rd. 5.00 Markham Rd. SR - 46 Longwood Markham Rd. 8.60 Markham Woods Rd. End of Pavement Long Pond Rd. 0.51 Markham Woods Rd. Iust past trail 558' x 40' Markham Rd. 14.70 CR - 431 Longwood Markham Rd. YANKEE LK Emerg. Inside fence of old tree farm Stage area) SR - 46 SR - 46 Wayside Dr. 9.60 SR - 46 SR - 46 SR - 46 First St. 1.00 CR - 431 Dirt Section<		6.10	SR - 434	Bear Lake Rd.
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LOCATION	ACRES	ADDRESS - FROM >>>>	ТО
Southwest Rd.	3.30	Country Club Rd.	W. 16th ST.
22nd ST.	0.40	Southwest Rd.	Airport Bivd.
20th ST	0.40	Southwest Rd.	Dead End
18th ST.	1.30	Airport Blvd.	Dead End
	0.70	Bevier	End
Fifth St. Truman Blvd.	0.33	Airport Blvd.	Lincoln
	0.35	5th ST.	Airport Blvd.
Brown Ave.	0.16	SR - 46	End
Riverview Av.	0.18	Riverview	17 / 92
Oak Dr.	1.56	Cross Riverview	End to End
Narcissus Av.	5.10	White Cedar Rd.	Rands Yard Rd.
Narcissus Av.	1.60	C-15	White Cedar Rd.
lowa Av.	0.40	C - 15	End
School Rd. (OFF C-15)	1.81	SR - 46	Orange Blvd.
CR -15	0.82	Orange Blvd.	End
Missouri Av.	ļ	Orange Blvd.	SR - 46
Oregon Av.	6.50	Wayside Dr.	1-4
Orange Blvd.	12.40	Orange Blvd.	End
Dunbar Av.	0.40	Orange Blvd.	McKay St.
Halsey Av.	0.50	Moton Av.	Haisey Av.
Richard Allen St.	0.50		Dunbar Av.
Mc Kay St.	0.38	Halsey Av.	McKay St.
Moton Av.	0.32	Richard Allen	Hickman Dr.
Hickman Dr.	0.40	SR - 46	End
Powers Ct.	0.40	Hickman Dr.	End
Wekiva Park Rd.	6.71	Beginning of Pavement	J LIIU

ROUGH-CUT MOWING AND GROUNDS MAINTENANCE SERVICES AGREEMENT (RFP-600006-06/GMG) STORMWATER LOCATIONS (PART C)

THIS AGREEMENT is made and entered into this ______ day of ______, 20____, by and between CATO ENVIRONMENTAL SERVICES, INC., duly authorized to conduct business in the State of Florida, whose mailing address is P.O. Box 951556, Lake Mary, Florida 32795, hereinafter called the "CONTRACTOR" and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY".

WITNESSETH:

whereas, the COUNTY desires to retain the services of a competent and qualified contractor to provide rough-cut mowing and grounds maintenance services for Stormwater locations (Part C) in Seminole County; and

WHEREAS, the COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent and qualified to furnish services to the COUNTY and desires to provide its professional services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, COUNTY and CONTRACTOR agree as follows:

SECTION 1. SERVICES. COUNTY does hereby retain CONTRACTOR to furnish professional services and perform those tasks as further described in the Scope of Services attached hereto and incorporated herein as Exhibit "A".

SECTION 2. FIXED FEE COMPENSATION AND PAYMENT.

(a) The COUNTY agrees to compensate CONTRACTOR for the professional services called for under this Agreement fees as indicated

on Exhibit "B", attached hereto. CONTRACTOR shall perform all work required by the Scope of Services but, in no event, shall CONTRACTOR be paid more than the negotiated fees as stated above. The total annual fee paid to the CONTRACTOR pursuant to this Agreements shall not exceed the total amount budgeted by the COUNTY for rough-cut mowing and grounds maintenance services for Stormwater locations (Part C).

(b) Payments shall be made to the CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. CONTRACTOR may invoice amount due based on the total required services actually performed and completed. Upon review and approval of CONTRACTOR's invoice, the COUNTY shall, within thirty (30) days of receipt of the invoice, pay CONTRACTOR the approved amount.

SECTION 3. BILLING AND PAYMENT.

- (a) CONTRACTOR shall render to the COUNTY, at the close of each calendar month, an itemized invoice, properly dated including, but not limited to, the following information:
 - (1) The name and address of the CONTRACTOR;
 - (2) Contract Number;
- (3) A complete and accurate record of services performed by the CONTRACTOR for all services performed by the CONTRACTOR during that month and for which the COUNTY is billed;
- (4) A description of the services rendered in (3) above with sufficient detail to identify the exact nature of the work performed; and
- (5) Such other information as may be required by this Agreement or requested by the COUNTY from time to time.

The original invoice and one (1) copy shall be sent to:

Director of County Finance Seminole County Board of County Commissioners Post Office Box 8080 Sanford, Florida 32772 Two (2) duplicate copies of the invoice shall be sent to:

Seminole County Roads/Stormwater Division 177 Bush Loop Sanford, Florida 32773

(b) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from the CONTRACTOR.

SECTION 4. AUDIT OF RECORDS.

- (a) COUNTY may perform or have performed an audit of the records of CONTRACTOR after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to CONTRACTOR and COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in subsection (b) and of this subsection, and the total compensation so determined shall be used to calculate final payment to CONTRACTOR. Conduct of this audit shall not delay final payment to the CONTRACTOR.
- (b) The CONTRACTOR agrees to maintain all books, documents, papers, accounting records and other evidences pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at CONTRACTOR's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (a) of this Section.
- (c) In the event any audit or inspection conducted after final payment, but within the period provided in subsection (b) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by the COUNTY.

SECTION 5. RESPONSIBILITY OF CONTRACTOR.

- (a) CONTRACTOR shall be responsible for the professional quality of all services furnished by CONTRACTOR under this Agreement.

 CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in his services.
- (b) Neither the COUNTY'S review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and the CONTRACTOR shall be and remain liable to the COUNTY in accordance with applicable law for all damages to the COUNTY caused by the CONTRACTOR's performance of any of the services furnished under this Agreement.
- SECTION 6. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall remain in effect for a period of one (1) year. At the option of the parties, this Agreement may be extended for eight (8) additional terms, not to exceed one (1) year each.

SECTION 7. TERMINATION.

- (a) The COUNTY may, by written notice to the CONTRACTOR, terminate this Agreement, in whole or in part, at any time, either for the COUNTY'S convenience or because of the failure of the CONTRACTOR to fulfill CONTRACTOR's Agreement obligations. Upon receipt of such notice, the CONTRACTOR shall immediately discontinue all services affected unless the notice directs otherwise.
- (b) If the termination is for the convenience of the COUNTY, the CONTRACTOR shall be paid compensation for services performed to the date of termination. CONTRACTOR shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work contemplated by the Agreement.

- (c) If the termination is due to the failure of the CONTRACTOR to fulfill his Agreement obligations, the COUNTY may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, the CONTRACTOR shall be liable to the COUNTY for reasonable additional costs occasioned to the COUNTY thereby. The CONTRACTOR shall not be liable for such additional costs if the failure to perform the Agreement arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR.
- (d) If, after notice of termination for failure to fulfill Agreement obligations, it is determined that the CONTRACTOR had not so failed, the termination shall be deemed to have been effected for the convenience of the COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.
- (e) The rights and remedies of the COUNTY provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- SECTION 8. EQUAL OPPORTUNITY EMPLOYMENT. CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited

to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 9. NO CONTINGENT FEES. CONTRACTOR warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that CONTRACTOR has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 10. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the opposite party and only by a document of equal dignity herewith.

SECTION 11. SUBCONTRACTORS. In the event CONTRACTOR, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with service covered by this Agreement, CONTRACTOR must secure the prior written approval of the COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONTRACTOR shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 12. INDEMNIFICATION OF COUNTY. The CONTRACTOR agrees to hold harmless, replace, and indemnify the COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages or lawsuits for damages, arising from the negligent, reckless, or intentionally wrongful provision of services hereunder by the CONTRACTOR, whether caused by the CONTRACTOR or otherwise.

SECTION 13. INSURANCE.

- (a) <u>General</u>. The CONTRACTOR shall at the CONTRACTOR's own cost, procure the insurance required under this Section.
- CONTRACTOR shall furnish the COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employer's Liability and Commercial General Liability). The COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. Certificate of Insurance shall provide that the COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by the CONTRACTOR, the CONTRACTOR shall provide the COUNTY with a renewal or replacement Certificate of than thirty (30) days before expiration or less Insurance not replacement of the insurance for which a previous certificate has been provided.
- (2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, the CONTRACTOR shall, at the option of the COUNTY submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in

accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. The Certificate shall have this Agreement number clearly marked on its face.

- (3) In addition to providing the Certificate of Insurance, if required by the COUNTY, the CONTRACTOR shall, within thirty (30) days after receipt of the request, provide the COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.
- (4) Neither approval by the COUNTY or failure to disapprove the insurance furnished by CONTRACTOR shall relieve the CONTRACTOR of the CONTRACTOR's full responsibility for performance of any obligation including CONTRACTOR's indemnification of COUNTY under this Agreement.
- (b) <u>Insurance Company Requirements</u>. Insurance companies providing the insurance under this Agreement must meet the following requirements:
- (1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.
- (2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.
- (3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to

maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall, as soon as the CONTRACTOR has knowledge of any such circumstance, immediately notify the COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY the CONTRACTOR shall be deemed to be in default of this Agreement.

limiting any of the other Without Specifications. (c) obligations or liability of the CONTRACTOR, the CONTRACTOR shall, at the CONTRACTOR's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by the CONTRACTOR and shall be maintained in force until the Agreement The amounts and types of insurance shall conform to completion date. the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance shall cover the CONTRACTOR for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. The CONTRACTOR will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both the CONTRACTOR and its subcontractors are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the

United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

- (B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.
- (C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$ 500,000.00 (Each Accident) \$1,000,000.00 (Disease-Policy Limit) \$ 500,000.00 (Disease-Each Employee)

(2) Commercial General Liability.

- (A) The CONTRACTOR's insurance shall cover the CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.
- (B) The minimum limits to be maintained by the CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

LIMITS

General Aggregate \$Three (3) Times the Each Occurrence Limit Personal & Advertising \$500,000.00

Injury Limit Each Occurrence Limit

\$500,000.00

(d) <u>Coverage</u>. The insurance provided by CONTRACTOR pursuant to this Agreement shall apply on a primary basis and any other insurance or

self-insurance maintained by the COUNTY or the COUNTY'S officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of the CONTRACTOR.

- (e) Occurrence Basis. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis.
- (f) <u>Obligations</u>. Compliance with the foregoing insurance requirements shall not relieve the CONTRACTOR, its employees or agents of liability from any obligation under a Section or any other portions of this Agreement.

SECTION 14. ALTERNATIVE DISPUTE RESOLUTION.

- (a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY protest procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code.
- (b) CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the COUNTY protest procedures set forth in subsection (a) above of which the CONTRACTOR had knowledge and failed to present during the COUNTY protest procedures.
- (c) In the event that COUNTY protest procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 15. REPRESENTATIVE OF COUNTY AND CONTRACTOR.

- (a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The COUNTY, upon request by CONTRACTOR, shall designate in writing and shall advise CONTRACTOR in writing of one (1) or more COUNTY employees to whom all communications pertaining to the day-to-day conduct of the Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information and interpret and define the COUNTY'S policy and decisions pertinent to the work covered by this Agreement.
- (b) CONTRACTOR shall, at all times during the normal work week, designate or appoint one or more representatives of CONTRACTOR who are authorized to act on behalf of CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually advised of such designation.

SECTION 16. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are not commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 17. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 18. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of copartners between the parties, or as constituting the CONTRACTOR including its officers, employees, and agents, the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. The CONTRACTOR is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

SECTION 19. EMPLOYEE STATUS. Persons employed by the CONTRACTOR in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY'S officers and employees either by operation of law or by the COUNTY.

SECTION 20. SERVICES NOT PROVIDED FOR. No claim for services furnished by the CONTRACTOR not specifically provided for herein shall be honored by the COUNTY.

SECTION 21. PUBLIC RECORDS LAW. CONTRACTOR acknowledges COUNTY'S obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 22. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the

place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For COUNTY:

Roads/Stormwater Division 177 Bush Loop Sanford, FL 32773

For CONTRACTOR:

Cato Environmental Services, Inc. P.O. Box 951556 Lake Mary, FL 32795

SECTION 23. RIGHTS AT LAW RETAINED. The rights and remedies of the COUNTY, provided for under this Agreement, are in addition to any other rights and remedies provided by law.

SECTION 24. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, the CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the CONTRACTOR.

SECTION 25. CONFLICT OF INTEREST.

(a) The CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

- (b) The CONTRACTOR hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the CONTRACTOR to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.
- (c) Pursuant to Section 216.347, Florida Statutes, the CONTRACTOR hereby agrees that monies received from the COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal agency.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for the purposes stated herein.

Agreement for the purposes sta	ated herein.
ATTEST:	CATO ENVIRONMENTAL SERVICES, INC.
flate	By: LARA CATO, President
M BRian Codo Secretary	(a) 2 2 2 0 0 1
(CORPORATE SEAL)	Date: 0105 2006
	SEMINOLE COUNTY, FLORIDA
	By:
Witness	Contracts Manager
Print Name	
Witness	Date:
Print Name	As authorized by Section 330.3, Seminole County Administrative
For the use and reliance of Seminole County only.	Code. BCC- 7/25/06
Approved as to form and legal sufficiency.	
County/Attorney	

6/21/06

rfp-600006-part C Attachments:

Exhibit "A" - Scope of Services Exhibit "B" - Rate Schedule

Section 9 – Price Proposal Forms

PROJECT:

Performance Work Statement for Mowing and Grounds Maintenance Services in

Roads and Stormwater Locations COUNTY CONTRACT NO. RFP-60006-06/GMG scrulces, Inc. Name of Proposer: (Mailing Address: Phone Number: FAX Number: Pursuant to and in compliance with the Request for Proposals, Instructions to Proposers, and the other documents relating thereto, the undersigned Proposer, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the places where the Work is to be done, hereby proposes and agrees to perform, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, material, and tools, equipment, and all transportation services necessary to perform the required services, all in strict conformity Contract Documents, including through_____, on file at the Purchasing Division for the Addenda Nos. amount hereinafter set forth. The undersigned, as Proposer, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and he proposes and agrees, if the proposal is accepted, that he/she will execute an Agreement with the COUNTY in the form set forth in the Contract Documents. IN WITNESS WHEREOF, PROPOSER has hereunto executed this FORM this (Printed name of person signing FORM) (Title of person signing FORM)

SUBMIT PROPOSALS TO:	REQUEST FOR PROPOSALS
Seminole County	FROFOSALO
1101 E. 1st Street, Room 3208	and
Sanford, Florida 32771	Proposer Acknowledgment
	1 Toposet Modrowoodsmon
Attn.: PURCHASING DIVISION	
Contact: Gioria M. García, CPPB	RFP-600006-06/GMG
Senior Procurement Analyst	Performance Work Statement for
407-665-7123 - Phone	Rough-cut Mowing and Grounds
407-665-7956 - Fax	Maintenance Services in Roads and
ggarcia@seminolecountyfl.gov	Stormwater Locations
Pre-Proposal Meeting	Location of Pre-Proposal Meeting:
Date: May 24, 2006	Purchasing & Contracts Conference Room
Time: 10:30 A.M.	1101 E. 1 st Street , Room #3208
(Mile. 10.30 A.M.	Sanford, Florida 32771
Proposal Due Date: June 7, 2006	Location of Public Opening:
Proposal Due Date: June 7, 2006	County Continue Building Boom #2008
Proposal Due Time: 2:00 PM	County Services Building, Room #3208 1101 E. 1st Street, Sanford, Florida 32771
•	1101 E. 1st Street, Camora, Florida 32.77
Proposer Name: CAN ENVIVONMENTAL SEMCE	Federal Employer ID Number or SS Number: 50-368546
·	If feturning as a No Submittal, state reason ("
Mailing Address: POBOX 951556	so, return only this page):
ho on x 121220	·
J	
City, State, Zip:	
lake Many F32795	
Type of Entity: (Circle one)	Whin late
Type of Linky. (Oroto one)	X DUGGETU
Corporation Partnership Proprietorship Joint Venture	Authorized Signature (Manual)
Incorporated in the State of:	
Telephone Number: 407 4023762	Typed Name: LARA CATD
Toll Free Telephone Number: (800)	Title: PRUSI DENT
Fax Number 497 904 0360	Date: (0) (1) 0(0

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

The Applicant is expected to completely analyze the information contained in this Request for Proposals as guidance for the preparation of the submittal. The Applicant's submittal shall be sufficiently specific, detailed, and complete to clearly and fully demonstrate the Applicant's understanding of the proposed work requirements.

Addendum # 3 6/2/06

Company Name (* All mowing will be to waters edge. No Exceptions Maintenance* Pond Flat Ground Baom/slope mowing* Maintenance* Ditch Flat Ground Litter Removal There is NO Additional Compensation For Mobilization. All Mobilization of Equipment & Personnel Shall Be included in Price Schedule C -DATO CINVIDAMENTA! Per Site Per Site Unit Measurement Per Site # of trash bags Rough-cut Mowing in Stormwater Locations Estimated Services The Unit Cost. As Needed 12 2 EN167,100 Estimated Quantities All Locations 273 acres 106 Acres 73 Acres Total S Cost Per Unit 149.50|162,162,06 99.50 | 126,564,00 include an invoice 12500 385,286,00 36,500.00 Stormwater Total Price Locations-Group C

Performance Work Statement

4.1 SCOPE OF WORK. The Contractor shall provide all necessary management, supervision, personnel, materials, transportation, general and specialized tools and equipment required to accomplish all services for Seminole County Board of County Commissioners, as specified in the Scope of Services. The Contractor shall implement all necessary work control procedures to ensure timely accomplishment of work requirements, as well as to permit tracking of work in progress. The Contractor is responsible for adequately planning and scheduling work to assure material and labor availability to complete work requirements within the response times and quality standards established herein.

4.2 PERSONNEL.

- 4.2.1 <u>Project Manager</u> The Contractor shall provide the County with the names, addresses, and telephone numbers of the Project Manager and Alternate with the submittal. The Contractor shall provide written notice to the County at least one week in advance of any proposed change of Project Manager or Alternate and shall submit justification (including the name and rationale for proposed change and how he/she will be phased in). No substitution shall be made by the Contractor without the written concurrence of the County Contract Administrator. The Project Manager or alternate shall return all calls from the County Contract Administrator within two (2) hours. The Project Manager shall be available twenty-four (24) hours a day, seven (7) days a week, to act with full authority for the Contractor. This individual shall be responsible for the supervision, overall administration and coordination of all required services. The Project Manager shall be the point of contact with the County and have the authority to act or make decisions for the Contractor.
- 4.2.2 Alternate The Contractor shall designate at least one Alternate Project Manager to act for the Project Manager with the same authority during absences of the Project Manager (e.g., vacation and sick leave). The Contractor shall provide the name(s) and telephone number(s) of the Alternate Project Manager(s) with the submittal. The Contractor shall provide written notice to the County Contract Administrator one week in advance of any change of Alternate Project Manager(s).
- 4.2.3 Other Personnel Requirements The Contractor shall furnish supervisory, administrative and direct labor personnel to accomplish all work required. The Contractor shall provide only personnel who are legally entitled to work in the United States to accomplish work and services specified herein. The Contractor employees performing the services required by the contract shall have specialized training, prior work experience or demonstrated technical skills required to fulfill the specific contract requirements.
- 4.2.4 <u>Prohibition against hiring off-duty County employees</u> The Contractor shall not hire off-duty nor utilize under contract any person whose employment under the contract will, or appear to, result in a conflict of interest or violation of the standards of conduct. In instances of doubt, the Contractor shall refer the matter to the County Contract Administrator.
- 4.2.5 Employee Physical Capabilities There shall be no discrimination against employees on the basis of handicaps or other disabling conditions; however, employees shall only be assigned to duties which they can perform without endangering the health, safety and welfare of themselves or others. The Contractor shall have a duty to reasonably accommodate any handicap.
- 4.2.6 <u>Standards of Conduct for Contractor Personnel</u> All Contractor personnel or representatives shall obey all regulations in effect during the contract period. The Contractor shall be responsible for maintaining satisfactory standards of employee competency and conduct and for taking disciplinary action against his/her employees as necessary. The County Contract Administrator will require the Contractor to remove from the job site any Contractor employee found

under the influence of alcohol, drugs, or any other incapacitating agent during the tour of duty. The Contractor shall also remove any employee whose conduct or appearance reflects disgrace or dishonor upon the County. The County reserves the right to require removal from the job site of any employee who endangers persons or property, whose continued employment is inconsistent with the interests of the government security, or whose presence deters the accomplishment of work. Furthermore, the County reserves the right to refuse to permit any Contractor employee to perform services under the contract who is not in compliance with requirements of contract. In such cases, the County Contract Administrator will advise the Contractor of the reason for requesting an employee's removal or withdrawing his/her authorization to be in the facility. The removal from the job site of a Contractor employee shall not relieve the Contractor of the requirement to provide sufficient personnel to perform the work specified in the contract.

- 4.2.7 <u>Employee Identification</u>—All Contractor employees shall wear a Contractor furnished identification uniform with logo which shall be visible on the outside of their clothing.
- 4.2.8 <u>Contractor Availability</u> The Contractor shall provide a local telephone number, which is not a toll call from Seminole County, where he/she or the designated representative may be reached during normal duty hours. The Project Manager and Alternate shall carry a telephone and the number shall be provided to the County Contract Administrator or designated representative, prior to contract performance and immediately upon any change, throughout the term of this contract.
- 4.2.9 <u>Control of Personnel</u> The County will not exercise any supervision or control over Contractor personnel performing services under the contract. Contractor personnel shall not be placed under the supervision, direction, or evaluation of County personnel, or become an integrated part of the County organization in connection with performance under the contract, nor shall Contractor personnel be used in administration or supervision of County activities.
- **4.2.10** Personnel Selection The Contractor shall be responsible for selecting personnel who are well qualified to perform the required services, for supervising techniques used in their work, and for keeping them inform of all improvements, changes, and methods of operation.
- 4.3 QUALITY CONTROL PROGRAM. The Contractor shall establish and maintain a quality control program that identifies and results in correction of potential and actual problem areas throughout the entire scope of the contract. The Contractor's quality control program shall contain processes for corrective action without dependence upon County direction and include a customer complaint feedback system for correction of validated complaints and to inform the customer of corrections. At a minimum, the customer complaint shall contain procedures for the customer to file complaints with the Contractor, forms to be utilized by the customers, procedures for investigation of the complaint and feedback to the customer and the County on the results and actions taken on the complaint.
- 4.4 REWORK. Services that are not performed to County's satisfaction or to the required specifications shall be performed or re-performed. Rework is solely at the option of the County. The fact that a specific task has or has not been reworked will in no way effect the results of quality assurance random sampling, the calculated acceptable percentage or deductions which may result there from. Rework shall be accomplished within one (1) calendar day of notification by the County at no additional cost to the County. Contractor shall notify the County Contract Administrator or designated representative when rework requirements have been completed.
- 4.5 QUALITY ASSURANCE. The County Contract Administrator or designee will monitor the Contractor's performance under this contract by conducting a minimum of two (2) scored inspections per month, at randomly chosen buildings. Inspection dates and times will be scheduled in advance and the Contractor will be notified of the inspection location not less than sixty (60) minutes prior to

the inspection time. The average of the scores for the monthly inspections will determine if there is a deduction from the monthly payment as outlined in Section 6.0 *Performance Work Standards*.

- 4.6 PERFORMANCE EVALUATION MEETINGS. The Contractor's Project Manager may be required to meet at least bi-weekly with the County Contract Administrator during the first month of the contract. Meetings will be as often as necessary thereafter as determined by the County.
- **4.7 SAFETY.** The Contractor shall conduct operations in strict conformance with all local, federal, states rules and regulations applicable for the performance of required services. Upon commencement of work under this contract, the Contractor shall implement a suitable safety program for employees performing work under this contract.
- 4.8 SMOKE FREE ENVIRONMENT. Smoking is prohibited in County buildings except for designated smoking areas. Smoking is not permitted in offices or common areas such as hallways, stairwells, restrooms, elevators, entryways, lobbies, conference rooms, classrooms. Permissible areas will be so designated.
- 4.9 NO WORK WILL BE PERFORMED ON LEGAL COUNTY HOLIDAYS OR SUNDAYS. Days designated by Seminole County as legal holidays. These days are:

New Year's Day
Martin Luther King's Birthday
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day

When such holidays fall on Saturday, the preceding Friday shall be considered a holiday. When such holidays fall on a Sunday, the succeeding Monday will be considered a holiday.

- **4.10 SECURITY.** The Contractor shall be responsible for the security of his/her property and the property of the Contractor's employees.
- 4.11 OFFICE AND STORAGE AREA. The Contractor shall furnish his/her own office and storage area off post.
- **4.12 VEHICLE REGISTRATION.** All vehicles operated in support of the contract, including Contractor and Contractor employees' privately owned vehicles or subcontractor vehicles, shall be properly registered, insured, licensed and safety inspected in accordance with applicable Federal, state and local government requirements.
- 4.13 CIRCUMSTANCES TO BE REPORTED. The Contractor and the Contractor's employees shall report any circumstances of needed repairs of the facility or unusual soiling of an area which may affect the performance of the work, unhealthy or hazardous conditions, and any delays or interference with the work caused by County employees. Such items shall be reported to the County Contract Administrator immediately upon discovery by the Contractor. Emergency repairs must be notified immediately to EOC at 407-665-5100.
- 4.14 REPORTING CRIME OR SUSPICIOUS ACTIVITIES. The Contractor shall report any crime to the EOC at 407-665-5100 and law enforcement personnel immediately upon learning of the crime. The Contractor shall also report all suspicious activities or conditions conducive to crime immediately.

- 4.15 DAMAGES DUE TO FIRE, THEFT, ACCIDENT OR OTHER DISASTER. The County will not be responsible for damage due to fire, theft, accident, or disaster to the Contractor's supplies, materials, equipment, or Contractor's personal belongings brought into the County buildings or onto the government grounds.
- **4.16 EQUIPMENT/SUPPLIES.** The Contractor shall furnish all equipment and supplies necessary to perform the required services.
- 4.17 HAZARDOUS CHEMICALS. When a substance is determined to be hazardous, the Contractor shall perform in accordance with regulations such as OSHA.
- 4.18. MATERIAL SAFETY DATA SHEETS. The Contractor shall submit, at the request of the County Contract Administrator, any or all Material Safety Data Sheets for hazardous materials proposed for use in the performance of the contract. In addition, the Contractor shall maintain copies available for review by the Contractor employees.
- **4.19.** PREMISES. Contractor shall assume full responsibility for any damage to any County, other contractors, or home owner's property caused or alleged to have been caused by or incident to the execution of this Work.

Scope of Services

5.1 - GENERAL:

Scope of Work:

- A. The work specified in this Section consists of furnishing all labor, materials, coordination, transportation equipment, and all incidentals necessary for the grounds maintenance including, shrubs, ground covers, lawn areas, and entire sites shall be cleared of trash and debris through out the entire mowing sites. All work shall be performed during daylight hours.
- B. The Contractor shall provide supervised staff to complete the grounds maintenance duties as outlined in the Contract, in strict accordance with the specification and under the supervision of the County's Program Manager or his designated representative. The Contractor shall also provide sufficient personnel when required for additional services as specified in the Contract so that the services are completed in a reasonable amount of time. County should have easy access to Contractor by cell phone, pager and / or internet services. The County Program Manager or his designated representative will determine when to begin each Work Cycle. The Contractor will be required to begin work within seven (7) calendar days after receiving the Notification from the County. All work cycles shall be completed in a continuous and expeditious manner.
- C. The Contractor must notify the County Program Manager before 8:00 a.m. Monday through Friday on a daily basis during the course of each cycle as to the progress of the cycle, so that it can be checked and a log kept of the dates the areas were being serviced. The use of fax or email is also agreeable, but must have the information of the work progress, the areas that were serviced, as well as what is planned to be serviced that day. The Contractor shall also notify the Inspector of down time due to weather.

 Those areas which are inaccessible to moving machinery shall be trimmed in conjunction with each moving cycle at NO additional cost to the county.
- D. It shall be the Contractors responsibility to maintain traffic flow through the designated work area. The Contractor will be <u>quided by and shall adhere to the requirements of the latest version of the State of Florida Department of Transportation's Manual on Traffic Control and Safe Practices for Streets and Highway Construction, Maintenance and Utility Operations.</u>
- E. All equipment used under this contract must be approved for use by the Roads Program Manager or his designated Contract's Inspector. Some sites will require the use of different equipment to be used, due to weight requirements where sidewalks are on some locations and sloped areas behind the sidewalk areas.
- F. Other work may be in progress, in the Right of Way, by Seminole County, the State of Florida, Department of Transportation or another private contractor. The Contractor shall cooperate with others and shall not be entitled to extra compensation or adjustments in the unit prices because of deletion of work items or delay because of work by others.
- G. A Contractor's proposal shall be in the form of a unit price for each cycle expected to be accomplished. The quantities shown on the Price Schedule are approximate and represent planned annual requirements based on historical or specific project needs. The County does not guarantee any minimum or maximum quantity, any range of quantities, or the exact quantities shown for each proposed item. The County's estimated quantities and the Contractor's proposal will be used to calculate a total amount for evaluation.

also be his responsibility to remove, at no extra cost to the County, any item shoe box size or larger, such as newspapers, magazines, large boxes, etc., that would be torn, ripped, scattered or further sub-divided by the mower and will result in an objectionable appearance. Litter is to be removed before mowing each location; and, the Contractor shall exercise the necessary care to preclude any source of litter by his operation. Motorized equipment may be used for the process of litter removal or weed eating. If using this type of equipment it shall be operated with the direction of traffic and shall be equipped with blinking or flashing amber lights & slow moving signs.

Edging Curbs and Sidewalks:

This work will encumber the edging of sidewalks and curb lines along the normal mowing route an estimated three times per year. There could also be some curb and sidewalk edging located outside of the normal mowing route. These areas are covered under the Price Schedule and will be measured in lineal feet of each. All debris is to be removed, resulting in a clean edge line and clear passage way. The contractor will be required to keep the walkway areas open and free of sand, clippings and encroaching vegetation.

Safety:

- A. All materials and performance of work will meet all federal health and safety laws currently in effect. All chemicals to be used in performance of this contract shall carry an E.P.A. approval number.
- Immediately notify the County Lead Inspector when an accident/incident occurs involving private property.
- C. The Contractor shall provide and require the wearing of protective clothing, mask, eye protection, etc., during any operation as required or directed by applicable laws, regulations or ordinances, and/or directions of manufactures of material or equipment. All equipment will have and utilize amber flashing lights and slow moving vehicle signs.
- D. All equipment must be properly maintained and is subject to inspection by the County. Any equipment deemed inoperable or unsafe shall be removed from the premises. All equipment must meet American Standard Safety specifications and OSHA requirements.
- E. The Contractor shall adequately protect workers, adjacent property, and the public. The Contractor shall take all necessary precautions for the safety of his employees on the job and of the persons employed at and visiting the facility.

Quality Assurance:

- A. The execution of all operations required shall be subject to the approval of the County. The Contract Administrator or designee and the Contractor shall make weekly site inspections to determine any work, which, in the opinion of the County, is unacceptable, the Contractor shall promptly correct all rejected work at each location.
- B. The Contractor shall certify that the work quantities and quality were accomplished in accordance with these specifications. This certification will be accomplished by the Contractor signing and returning the cycle log sign off sheet identifying when each location was completed.

5. 2 - PRODUCTS:

Insecticides and / or herbicides: The Contractor shall maintain a valid current state pesticide applicator's and operator's license at all times and shall use all chemicals in strict accordance with the federal, state, and county directives on environmental control, and E.P.A approval number at all times while on the job.

not covered under Cato contract

5.3 - EXECUTION

Group A: Roads Locations

Mowing:

Roadside mowing encompasses the routinely mowed areas of shoulders, front and back slopes of ditches with a less than 3:1 slope, roadside swale bottoms, and sidewalks front and back. Similar areas conductive to the use of high production equipment and or **smaller equipment** as **needed to maintain the areas**. Blowing off of the roadway, curb and sidewalk areas are to be performed to alleviate clippings from being strewn over these areas and cause unfavorable safety conditions for the roadway and pedestrian traffic. Extreme caution is to be taken when mowing during poor weather to avoid having grass clippings all over the sidewalks, curbs, and roadways before or during a rain, as wet grass is difficult to blow off. The County will mow all wet or steep ditches, greater than a 3:1 slope. The Contractor is required to mow from the roadway to the top of the ditch bank, excluding wet or steep ditches, from the top of the ditch bank to the Right-of-Way marker or specified boundary. If there is no grassed area on the opposite side of the ditch, the Contractor is required to mow only up to the top of the first ditch bank from the roadway. All mowing shall conform to previously established mowing limits. All grass and vegetation shall be cut to a height of four (4") with maximum tolerance of one-half (1/2") plus or minus. Mowing area shall be cut uniformly with no streaks.

Trimming:

Consisting of weed eating around sign posts, head walls, guard rails, fence lines, phone poles, guide wire areas (from pole to where wire attaches to the ground) etc., that is within the Right-of-Way boundary. The Contractor will be responsible for keeping the sidewalk areas within their mowing route open and free from encroaching weeds, debris and low limbs obstructing sidewalk areas.

Litter Removal:

The Contractor will be responsible for the pickup and removal, in those areas being mowed of any obstacle such as wood, tires, cans, etc., which cannot be traversed by the mowing equipment. It shall

Group C: Stormwater Locations - Roadway and Subdivision Ponds

- A. Herbicide Shall be used for spot spraying of expansion joints of curb gutters, sidewalks and Curb Inlets. Herbicide along walls and fence lines will be permitted. Roundup Pro will be the only herbicide allowed to be used; any other type of herbicide will require approval by the lead inspector. A licensed applicator must be on site during application.

 The Rate of Herbicide that is applied is to comply with the manufacturer's label.
- B. Weed eating All areas that are inaccessible to mowing machinery, slopes, poles, fences, walls, guard rails, curb gutter inlets shall / will be weedeated in conjunction with each mowing cycle. Encroachment of vegetation along the sidewalks shall be trimmed back to assure a clear walk zone.
- C. Pruning All trees 12' in height shall be trimmed up to a height of 6' and maintain a clear trunk of sucker growth and kept clear of dead, unsightly or hazardous limbs. Any trees or limbs that should encroach any County Pond or ditch easement due to storms or weather irregularities in excess of a four inch (4") diameter will be reported by the Contractor and removed by County crew.
- D. Mowing Services within this contract will include these areas of Flat Ground, Slope & Pond Bottom. Ponds shall be cut to a uniform height of no less than Four inches (4"). Contractor shall make every effort not to cause "scalping" while mowing any area.
- E. <u>Litter Removal</u> Shall include bottles, glass, cans, paper scraps and branches. A record of litter removed from each site shall be turned in to the Project Manager after each cycle. (Example three full 30 gal. trash bags = one cubic yard).
- F. <u>Cuttings and Trimmings</u> As a result of unsightly right-of-way due to pruning, grass or vegetation cuttings, it shall be the responsibility of the Contractor to remove or disperse as necessary to eliminate these conditions.

Performance Work Standards

6.0 Performance Analysis and Standards:

Performance analysis assigns a performance requirement to the tasks, which involves determining how a service can be measured and what performance standards and quality levels apply. The performance standard establishes the performance level required by the County. Correspondingly, the acceptable quality level establishes a maximum allowable error rate or variation from the standard.

Monthly payments to the Contractor will be reduced for unsatisfactory performance using the following methods:

- Each month Contractor performance will be compared to contract standards and acceptable quality levels as stated in the contract.
- Inspection scores are averaged The average scoring for the month is used to determine the percentage payment of the invoice. The County's decision is final.
- The Contractor will be notified of any deficiency identified during the term of the contract. Contractor shall take appropriate corrective action upon notification. In the event of such notification, the Contractor shall explain in writing within five (5) days of receipt, why performance was unsatisfactory, how performance will be brought into compliance with contract specifications and standards and how the problem will be prevented.

The <u>Inspection Score</u> is as follows:

Score	Range	Payment
Maximum	Minimum	%
100.00	95.00	100
94.99	90.00	99
89.99	85.00	98
84.99	83.00	97
82.99	81.00	96
80.99	79.00	95
78.99	77.00	94
76.99	75.00	93
74.99	73.00	92
72.99	60.00	80
59.99	47.00	70
	34.00	60
46.99 33.99	0.00	0

Stormwater Locations

1. Ponds

DIST	LOCATION	ADDRESS
5	BOOKERTOWN P-A	SE CORNER OF ORANGE BLVD AND DUNBAR AVE
5	FOREST COVE	S SIDE OF ORANGE BLVD, 250 FT W OF AMANDA KAY CIR
- 5	BOOKERTOWN P-B	SOUTH OF CHESNUT ST AND DUNDAR AVE. AT HE CORNER OF
5	BOOKERTOWN P-C	SOUTH OF CHESNUT ST AND DUNBAR AVE, AT NE CORNER OF I-4 BORROW PIT SOUTH END OF HALSEY AVE, AT NW CORNER OF I-4 BORROW PIT
5	RINEHART RD P-6	E SIDE OF RINEHART RD, 600 FT N OF ST JOHN'S PKWY (N POND)
- 5	INTERNATIONAL PKWY P-3	INTERNATIONAL PARKWAY AND WILSON RD
5	ROSELAND PK PD	NW CORNER OF 2ND DR AND ROSEBERRY LN
. 5	MIDWAY 2ND ADD	N SIDE OF E 21ST ST, 200 FT E OF RUFF RD
5	RINEHART RD P-4	250 FT NIM OF PINEHART RD ACROSS FROM OFFICE
5		250 FT NW OF RINEHART RD, ACROSS FROM OREGON AVE
5	MANDARIN SEC 8 P-A	S SIDE OF RINEHART RD, 300 FT W OF TOWNE CENTER BLVD NE END OF JUDITH PL, BEHIND 2148
5		SECONIED OF LONG DOND DRIAND HIGHEN
- 5		SE CORNER OF LONG POND DR AND JUDITH PL
5		NW CORNER OF W CROWLEY CIR AND JUDITH PL BEHIND LOT 8 (1886 ARLINGTON CT)
5		ACROSS EDOM 1860 ARLINGTON OT PART OF LOTH
. 2		ACROSS FROM 1869 ARLINGTON CT, PART OF LOT 10
		SE CORNER OF W LAKE MARY BLVD AND LONGWOOD LAKE MARY RD
2	LAKE MARY BLVD P-C	S SIDE OF W LAKE MARY BLVD, 1800 FT E OF GREENWOOD BLVD, BEHIND DRIFTWOOD VILLAGE SHOPPES
2	CR 427 P-17	N'SIDE OF CR:427; E OF BIRCHWOOD CT
2	CRYSTAL CREEK UN 1 T-A	S SIDE OF SILK BAY PL (ACCESS BETWEEN 244 AND 248)
2	CRYSTAL CREEK UN 1	W SIDE OF CRYSTAL CREEK DR 300 FT N OF TALL OAKS TER
2	CRYSTAL CREEK UN 1 T-F	N SIDE OF SILVER BIRCH PL (ACCESS BETWEEN 705 AND 709)
2	CRYSTAL CREEK UN:2	WEND OF CAITLIN PT (ACCESS BETWEEN 932 AND 940)
2		NW CORNER OF CR 427 AND COUNTRY CLUB RD
· 2	HAMPTON PARK	NE CORNER OF CR 427 AND S COUNTRY CLUB RD
2	CRYSTAL CREEK UN 1 T-I	SE CORNER OF TALL OAKS TER
	CR 427 P-15	E SIDE OF CR 427, 500 FT S OF BIG TREE DR
2	TUSKA RIDGE UN 2 P-E	E OF KNOLLWOOD CT, UNDER POWERLINES
2	RED BUG LAKE RD P-F	N SIDE OF RED BUG LAKE RD, JUST E OF 417
	HUNTRIDGE	E END OF AUGHTON CT
2	AMHERST	NE CORNER OF CHESTERFIELD CIR

DIST	LOCATION	ADDRESS
2	LAFAYETTE FOREST P-B	N END OF N LYONS CT
2	SUNRISE UN 2 B	N SIDE OF VIA VILLANOVA WAY, BETWEEN 1328 AND 1336
2	LAFAYETTE FOREST P-A	N SIDE OF RED BUG LAKE RD 200 FT W OF MIKLER RD
4	LAKEVIEW VILLAGE	S SIDE OF MAINSAIL CT, ACCESS BETWEEN 413 AND 421
4.	RESERVE @ CROSSINGS PH2 P-B	W SIDE OF MORNING GLORY DR, NEXT TO 403, ACROSS FROM HEATHER GLEN CIR
4	RESERVE @ CROSSINGS PH2 P-C	W SIDE OF MORNING GLORY DR, JUST S OF DAWNVIEW CT
4	RESERVE @ CROSSINGS PH2 P-A	S SIDE OF MORNING GLORY DR, NEXT TO 233
4		S SIDE OF MORNING GLORY CT, NEXT TO 253
4	RESERVE @ CROSSINGS PH1	N SIDE OF MORNING GLORY DR, ACROSS FROM HEATHER GLEN CIR
4	REMINGTON OAKS @ CROSSINGS P-H	S SIDE OF GREEN WAY BLVD, 600 FT W OF LAKE PARK DR
4	REMINGTON OAKS @ CROSSINGS P-I	SW:CORNER OF GREENWAY BLVD AND LONGWOOD LAKE MARY RD
4	GREENWD LKS UN D3A 1ST ADD P-B	N SIDE OF E CHARING CROSS CIR OR E SIDE OF GREENFORD DR, 300 FT N OF E CHARING CROSS CIR
4	GREENWD LKS UN D3A 1ST ADD P-A	S END OF CHARING CROSS CT, OR NE CORNER OF GREENWAY BLVD AND GREENFORD DR
4		E END OF VISTA RD
4	THE PROPERTY OF THE PROPERTY O	NW CORNER OF LAKESHORE CIR, NEXT TO 1901
4	***************************************	N SIDE OF HIGHLAND DR, 200 FT E OF MYRTLE LAKE HILLS RD
4		E END OF WINDY RIDGE CT, BETWEEN 1370 AND 1374
4		BEHIND 1348 N MARCY DR
4		SSIDE OF TWIN LAKES RD, 200 FT E OF OVERLOOK RD
	CR 427 P-14	W SIDE OF LONGWOOD LAKE MARY BLVD, 1400 FT N OF CR 427
·	CR 427 P-11	E SIDE OF CR 427, N OF LAKE RUTH DR
	CR 427 P-10	E SIDE OF 427, N OF SPRINGWOOD CT
	CR 427 P-13	W OF CR 427 AND S OF LONGWOOD LAKE MARY RD
	CR 427 P-12	E SIDE OF CR 427, OPPOSITE LONGWOOD LAKE MARY RD
	WOODLANDS SEC 5	E SIDE OF PENELOPE, ACROSS FROM HICKORY TREE DR
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	WOODLANDS EAST	SW/CORNER OF EE WILLIAMSON RD AND CITRUS WOOD CT
	4 CR 427 P-9	NW CORNER OF 427 AND 2ND PL
	4 CR 427 P-7	SE CORNER OF CR 427 AND PALMETTO AVE
	4 CR 427 P-8	NE CORNER OF CR 427 AND PALMETTO AVE

DIST	LOCATION	ADDRESS
- 4	PRESSVIEW AVE	NE CORNER OF PRESSVIEW AVE AND PALM HILL DR
4	CANADA AVE	S END OF CANADA AVE
4	ALPINE ST P-A	S SIDE OF ALPINE ST, BETWEEN 420 AND 432
4	NORTH ST P-A	E END OF CHARLOTTE ST, AT NORTH ST CURVE
4	CHARLOTTE STIND PARK	SEND OF EXPLORER CV
4	LAKE MOBILE SHORES	W SIDE OF OAK ST, 100 FT N OF CR 427
4	MAITLAND AVE P-B	W SIDE OF IPSWICH ST, 300 FT S OF ORIENTA AVE
4	KEWANNEE TRAIL	NE CORNER OF KEWANNEE
4	WELLINGTON P-B	N END OF WELLINGTON TER, N SIDE
4	WELLINGTON P-A	NW CORNER OF DERBYSHIRE RD AND WELLINGTON TER
3	INNSWOOD T-A P-2	S END OF INNSWOOD LOOP, BEHIND 962
3	APPLE VALLEY UN 4	W SIDE OF RED FOX RD, ACROSS FROM LARSON DR
3	LYNWOOD P-2	W SIDE OF ALTON DR, ACROSS FROM 1209
3		ANNA DR, ACROSS FROM GINA CT
3	GROVE HILL VILLAS	N SIDE OF BONNIE DR, ACROSS FROM TOPFIELD CT
3		NE CORNER OF BEAR LAKE RD AND BUNNELL RD
3	The state of the s	SW CORNER OF BUNNELL AND OLD RR TRACK, OPPOSITE FIRST AVE
1	PARC-DU-LAC	S END OF LAKERIDGE CT, ACCESS BETWEEN 243 AND 247
1	DUNHILL UN 1	S SIDE OF DALTON DR, BEHIND 123 AND 127
1	DUNHILL UN 2	W-OF SLASH PINE PL (ACCESS AT W END OF MOFFAT LOOP S SIDE)
1 1		E SIDE OF RED BUG LAKE RD, ACROSS FROM HOLLOW PINE, (2 PONDS)
1	THE GOOD CARRETTE TO	S SIDE OF RED BUG LAKE RD BETWEEN HOLLOW PINE DR AND DOVERA DR
1	COBBLESTONE P-A	SW CORNER OF RED BUG LAKE RD AND BROOKS LN
1	RED BUG LAKE RD P-D	S SIDE OF RED BUG LAKE RD, ACROSS FROM CLINGING VINE PL
1	COBBLESTONE P-B	BETWEEN 1562 AND 1558 THORNHILL CIR
1	WILLA SPRGS COM CTR PH2A P-A	W SIDE OF WILLA SPRINGS DR, 700 FT'S FROM RED BUG LAKE RD
1	The state of the s	S SIDE OF WILLA SRRINGS DR, 900 FT S FROM RED BUG LAKE RD
1 1	WILLA SPRGS COM CTR	WISIDE OF SPRING VILLAS PT, 900 FT S OF RED BUG LAKE RD
1	RED BUG LAKE RD P-C	100 FT SOF END OF SPRING VILLAS PT, W OF SUNNY BROOK WAY
1	FOREST CREEK ESTATES	S SIDE OF ALDERGATE PL 250 FT E OF BANNER CT
1	WILLOW RUN	N SIDE OF LORI LOOP OR W SIDE OF TUSKAWILLA RD, 1500 FT S OF EAGLE BLVD

DIST	LOCATION	ADDRESS
1	PRANGE GROVE PK UN 2 P-C	NE END OF WESSON CT, W SIDE
1	SUTTERS MILL UN 2	W'SIDE OF NODDING PINES WAY
1		SW END OF SUTTERS MILLICIR, NEXT TO 3730
• 1	HUNTER'S CHASE PD	NE CORNER OF RED BUG LAKE RD AND W EAGLE CIR
1	RED BUG LAKE RD P-B	200 FT S OF RED BUG LAKE RD, AT CAMP HERONWOOD (2 CELLS)
1	RED BUG LAKE RD P-A	400 FT S OF RED BUG LAKE RD, ACROSS FROM EAGLE BLVD
1	HUNTINGTON P-C	W SIDE OF WESTMINSTER TER 400 FT S OF HEMINGWAY CT
1	HUNTINGTON P-B	NW CORNER OF WESTMINSTER TER, N OF HARTLEPOOL CT (ACCESS BETWEEN 2592 AND 2584 WESTMINSTER TER)
1	HUNTINGTON P-A	N OF WINDCLIFFE CT, W OF WESTMINSTER TER (ACCESS NEXT TO 313 WINDCLIFFE CT)
1	HUNTINGTON OAKS PH2	NW CORNER OF CHANTILLY TER, ACCESS BETWEEN 2204 AND 2212
1	REMINGTON PK PH2	INSIDE WILMINGTON CIRCLE, ACCESS BETWEEN 493 AND 501 - OPPOSITE NEW BERN CV
1	1112211011010	SISIDE OF DIKE RD, 400 FT W OF TUSKAWILLA RD
1	KAWILLA CREST	W END OF KAWILLA CREST PL, BEHIND 4551
1	KINGS COVE P-B	NE CORNER OF GABRIELLA LN AND MOAT LN
1	KINGS COVE P-A	NW CORNER OF GABRIELLA LN AND MOAT LN
1	SPRINGVIEW P-A	E END OF WOODCHASE CT
1	SPRINGVIEW P-B	E SIDE OF LAZY HOLLOW PL, ACROSS FROM DIKEWOOD CT
1	GARDEN LAKE ESTATES UN 3 A	SW:CORNER OF ASTER DR:(ACCESS BETWEEN 1899 AND 1903)
1	GARDEN LAKE ESTATES UN 3 B	SW CORNER OF GLADIOLAS DR (ACCESS BETWEEN 1220 AND 1230)
1	711000071111	NE CORNER OF ASH PARK LOOP
. 1	HYDE PK P-B	W SIDE OF HYDE PARK DR, ACROSS FROM BATTERSEA WAY
1	THE THE BUT OF THE BUT	E SIDE OF LAKE ANN LN, 800 FT N OF HOWELL BRANCH RD
1	1101122221010171210	500 FTS N OF HOWELL BRANCH RD; ACROSS FROM STEFANIK RD
11	MCCULLOCH RD P-D	N SIDE OF MCCULLOCH RD, 1500 FT E OF SHADOW CREEK CIR
1	TUSKAWILLA RD P-2	E SIDE OF TUSKAWILLA RD, 400 FT S OF PARKER CT (POND FURTHER FROM RD)
	HOWELL BRANCH RD P-E	SE CORNER OF HOWELL BRANCH RD AND GRAND RD
	HOWELL BRANCH RD P-F	N CORNER OF HOWELL BRANCH RD AND DODD RD
	GRAND PINES	SW CORNER OF HOWELL BRANCH RD AND GRAND AVE
	1 BRIDGEWATER T-A	S OF REVELWOOD LOOP BETWEEN 5612 AND 5616

DIST	LOCATION	ADDRESS
4	INDIAN HILLS UN 1 P-1	400 FT N OF THE INTERSECTION OF FALMOUTH RD AND KEWANNEE TRL ON THE W SIDE
4	INDIAN HILLS UN 1 P-2	400 FT N OF THE INTERSECTION OF FALMOUTH RD AND KEWANNEE TRL ON THE ESIDE
3	SANLANDO SPRINGS P-E	S SIDE OF NORTH ST EAST OF THE INTERSECTION OF LARSON DR AND NORTH
3	SANLANDO SPRINGS P-C	750 E OF THE INTERSECTION OF NORTH ST AND COMMERCIAL PL ON N SIDE COMMERCIAL PL
3	SANLANDO SPRINGS P-D	550 E OF THE INTERSECTION OF NORTH ST AND COMMERCIAL PL ON S SIDE COMMERCIAL PL
4	NORTH ST P-B	SE CORNER OF NORTH ST AND HART AVE
3	SANLANDO SPRINGS P-B	1500 E OF THE INTERSECTION OF NORTH ST AND COMMERCIAL PL ON W SIDE OF COMMERCIAL PL
3	SANLANDO SPRINGS P-F	800 FT E OF THE END OF COMMERCIAL PL
3	SANLANDO SPRINGS P-A	E SIDE OF THE END OF COMMERCIAL PL
3	PARADISE POINT P-A	NW CORNER OF SUNSET RD AND HIBISCOUS LN
4	GREENWOOD @ LAKE MARY PH 2 P-3	W SIDE OF GREENWOOD BLVD BETWEEN CANTERBURRY DR AND S SUN DRIVE RUNNING N TO S
5		660 FT N OF THE INTERSECTION OF JUDITH PL AND LONG POND DR ON NW SIDE OF JUDITH PL
5		NW SIDE OF RUTLEDGE RD BETWEEN SUNWOOD DR AND RUTLEGGE CT
5		SE CORNER OF MARKHAM WOODS RD AND MISTY MORN PL
4	NORTHAMPTON T-A	SW CORNER OF WHITMAN CV AND LAKE EMMA RD
	HIDDEN COVE T-G P-1	SW OF THE INTERSECTION OF LAKE EMMA RD AND FOXHOUND WAY ON THE E SIDE OF LAKE EMMA RD
Ę	MANDARIN SEC 2 P-1	550 FT E AND 300 FT S OF THE INTERSECTION OF RUTLEDGE RD AND SUNSHINE TREE BLVD ON THE S SIDE OF R
	INNSWOOD T-A P-1	SW OF CULDASAC ON INNSWOOD CT, THE ONE THAT IS CLOSEST TO THE CUL DE SAC
· · · · ·	5 DIXIE TERRACE P-1	NE CORNER OF DIXIE AVE AND LINGARD AVE
	5 DIXIE TERRACE; P-2	WISIDE OF THE NIEND OF GRANBY ST
************	3 SANLANDO SPRINGS T-52 P-1	N SIDE OF W HIGHLAND ST BETWEEN LAURA AVE AND MARION AVE
	5 WAYSIDE DR P-1	SW CORNER OF INTERNATIONAL PKWY AND WAYSIDE DR

DIST	LOCATION	ADDRESS
5	CR 46A P-1	BETWEEN CHERRY LAUREL DR AND BRIGHT MEADOW DR ON THE N SIDE OF CR46A
		BETWEEN CHERRY LAUREL DR AND BRIGHT MEADOW DR ON THE S SIDE OF CR46A
. 5	SEMINOLE BCC P-1	NW CORNER OF CR46A AND LINDSEY WAY
	LOCH HARBOR COUNTRY CL P-1	S'SIDE OF PAOLA RD BETWEEN MIRROR DR ADN COUNTRY CLUD RD
	SEMINOLE BCC P-2	E END OF HIDDEN PATH LN
5	LOCH HARBOR COUNTRY CL P-2	SE CORNER OF PAOLA RD AND MIRROR DR
2	SEMINOLE BCC P-3	N OF THE N END OF GAZELL TRL
1	TUSKAWILLA RD P-3	E OF THE INTERSECTION ON TIGUA ISLAND CT AND TUSKAWILLA RD, IT IS THE CLOSEST ONE TO THE ROAD
1	REDBUG LK RD P-3	NE W MITCHELL HAMMOCK RD AND EYRIE DR
1	REDBUG LK RD P-4	S OF THE END OF HILTON CT
1	HOWELL BRANCH RD P-A	NE CORNER OF BEAR GULLY RD AND HOWELL BRANCH RD
5	777741011110	E SIDE OF RINEHART RD, 300 FT N OF ST JOHN'S PKWY (S POND)
5	MIDWAY 1ST ADD	SW CORNER OF JITWAY AND MAIN ST.
5	PALM POINT MIDWAY 3RD ADD	
5		W SIDE OF BAILEY AVE. BETWEEN 2960 AND 2976
5	SHANNON DOWNS P-A	N SIDE OF WIMBLEDON DR, BETWEEN 3806 AND 3810
5	SILVER LAKE DR P-A	S SIDE OF E LAKE MARY BLVD, 1500 FT E OF OHIO AVE
5	EAST LAKE MARY P-D	N SIDE OF E LAKE MARY BLVD, W SIDE OF SIX MILE CREEK
5	EAST LAKE MARY P-C	S SIDE OF E LAKE MARY BLVD 3000 FT E OF US 17-92 (N OF CARRIAGE COVE)
5	CR 427 P-1	NE CORNER OF CR 427 AND E LAKE MARY BLVD
5	EAST LAKE MARY P-E	SW CORNER OF E LAKE MARY BLVD AND SR 417
	EAST LAKE MARY P-B	S SIDE OF E LAKE MARY BLVD 1800 FT E OF US 17-92
	LAKE MARY BLVD P-I	N SIDE OF W LAKE MARY BLVD, 1000 FT W OF COLLEGE DR
5	LAKE MARY BLVD P-G	N SIDE OF W LAKE MARY BLVD, 1000 FT E OF COUNTRY CLUB RD
5	CR 427 P-27	N SIDE OF CR 427, 600 FT W OF FRENCH AVE (W SIDE OF SIX MILE CREEK)
	CR 427 P-25	SW CORNER OF CR 427 AND RADIO AVE
Ę	CR 427 P-24	SW CORNER OF CR 427 AND FRANCES
	CR 427 P-23	S SIDE OF CR 427, ACROSS FROM SUNLAND DR
Į.	CR 427 P-21	S SIDE OF CR 427, 300 FT W OF HESTER AVE

DIST	LOCATION	ADDRESS
5	CR 427 P-20	S SIDE OF CR 427, 700 FT W OF THOMAS STABLE
5	CR 427 P-19	S SIDE OF CR 427, E OF BRYANT RD
5	CR 427 P-18	SE SIDE OF CR 427, S OF GARDENS DR
5	MANCHESTER OAKS	NW SIDE OF DUNHURST CT, BEHIND 1036 - 1051
2	LAKE MARY BLVD P-H	S SIDE OF W LAKE MARY BLVD, 500 FT E OF SIR LAWRENCE DR
-2	LAKE MARY BLVD P-F	SW CORNER OF W LAKE MARY BLVD AND COUNTRY CLUB RD
2	JUNGLE RD	W SIDE OF JUNGLE RD, 600 FT S OF CROSSOVER LN
2	CARIBBEAN HEIGHTS P-A	CARIBBEAN PL; 250 FT NW OF LAURA ST
2	SPICEWOOD P-B	NW CORNER OF SPICEWOOD LN, BETWEEN 1672 AND 1680
2	SEMINOLA BLVD P-C	W SIDE OF N WINTER PARK DR, 500 FT S OF SEMINOLA BLVD
2	SEMINOLA BLVD P-A	E SIDE OF SEMINOLA BLVD, ACROSS FROM BUTTON RD
4	CR 427 P-6	400 FT E OF CR 427, S SIDE OF LONGWOOD CANAL (W END OF REIDER AVE)
4	DOG TRACK RD P-1	W SIDE OF 1ST ST, 300 FT N OF DOG TRACK RD (LARGER POND)
4	DOG TRACK RD P-2	WISIDE OF 1ST ST, 700 FT N OF DOG TRACK RD (SMALLER POND)
4	VIRGINIA AVE PD	NE CORNER OF VIRGINIA AVE AND ALPINE ST
4	CR 427 P-4	SWICORNER OF CR 427 AND NORTH ST
4		SW CORNER OF CR 427 AND MAGNOLIA ST
4		NW CORNER OF CR 427 AND MAGNOLIA ST
4	SANLANDO SPRINGS P-H	NW CORNER OF ANCHOR RD AND PINE ST
	PINE STREET PD	S SIDE OF PINE ST, 200 FT E OF JACKSON ST
	SANLANDO SPRINGS P-I	NW CORNER OF ANCHOR RD AND OAK ST
·	MERRITT PARK	NW CORNER OF ANCHOR RD AND DUNBAR ST
4	4 MAITLAND AVE P-A	SW CORNER OF MAITLAND AVE AND LAKE SHORE DR
. ;	3 WEKIVA:HILLS SEC 10	NW SIDE OF N MOUNTSBAY CT, ACCESS FROM N CASTLEFORD CT BETWEEN 242 AND 246
	3 BRANTLEY POINT	SW CORNER OF BLACKMON CT AND WILK BRANTLEY RD
	3 VESTAVIA	SW CORNER OF W LAKE BRANTLEY RD AND VESTAVIA WAY
	3 BEL AIRE HILLS UN 3	N END OF ST CROIX
	3 BEL AIRE HILLS UN 1	E SIDE OF BALMY BEACH, N OF NEW ORLEANS WAY
	1 CHULUOTA BYPASS	CHULUOTA BYPASS AND SNOW HILL RD
	1 LAKE LENELLE WOODS P-A	N END OF LAKE LANELLE DR, NEXT TO 491

DIST	LOCATION	ADDRESS
1.	LAKE LENELLE WOODS P-B	ESIDE OF LAKE LANELLE DR, 1000 FT N OF OLD CHULUOTA RD
1	CR 419 P-2	NE CORNER OF CR 419 AND WILLINGHAM RD
1	LAKE MILLS P-D	N SIDE OF MILLSHORE DR, ACROSS FROM 808
1	LAKE MILLS P-A	NW CORNER OF LAKE MILES AVE AND MIMOSA DR
1	LAKE MILLS P-B	NW:SIDE OF MAGNOLIA DR, JUST W OF MILLSHORE DR
1	LAKE MILLS P-C	S CORNER OF MAGNOLIA DR AND MILLSHOREDR
1	TUSKAWILLA RD P-1	NW CORNER OF TUSKAWILLA AND OLD BEAR RUN
. 1	HOWELL BRANCH RD P-I	E SIDE OF HOWELL BRANCH RD, 500 FT S OF BEAR GULLY RD
1	HOWELL BRANCH RD P-H	WISIDE OF HOWELL BRANCH RD, 500 FT N OF SR 426
		NW CORNER OF CITRUS POINT CT, OR S SIDE OF HOWELL BRANCH RD 500 FT
1	CITRUS POINT	WEST OF DIKE RD
1	HOWELL BRANCH RD P-D	N SIDE OF HOWELL BRANCH RD, ACROSS FROM BETTY ST
4	SEMINOLE BCC P-4	NW CORNER OF RED LIONS SQ
		W OF THE INTERSECTION OF RUTLEDGE RD ADN SUNWOOD DR ON SUNWOOD
5	MANDARIN SEC 3 P-2	DR SIDE OF MARKHAM WOODS RD BETWEEN GLEN ETHEL LN AND SANDY OAKS PL
	MANDARIN SEC 4 P-2	WISIDE OF NIHUNT CLUB BLVD BETWEEN VILLAS GREEN CIR AND NEEDLES TRL
<u> </u>	WEKIVA VILLAS PH 3 T-A P-1	
	MEREDITH MANOR NOB HILL P-1	NE CORNER OF LAKE RENA DR AND NOB HILL CIR N OF THE INTERSECTION E MCCULLOCH RD AND OLD LOCKWOOD RD, ON E SIDE
	SEMINOLE BCC P-6	OF OLD LOCKWOOD RD
	1 SEMINOLE BOOT -0	E SIDE OF OLD LOCKWOOD RD N OF LIFETIME WAY, IT IS THE LARGER OF THE
	DSTRCT BOARD OF TRUSTEES P-1	TWO PONDS
	1 DSTRCT BOARD OF TRUSTEES P-2	E SIDE OF OLD LOCKWOOD RD N OF LIFETIME WAY SMALLER POND
	5 SEMINOLE BCC P-5	W SIDE OF YANKEE LAKE RD 1500 N OF INTERSECTION WITH SR 46
	1 SEMINOLE COUNTY EXPRSSWY P-1	SE CORNER OF SR 426 AND STARWOOD DR
	5 HEATHROW P-1	SISIDE OF CR 46A E OF INTERSECTION WITH ORANGE BLVD, E POND
-	2 LAKE MARY BLVD P-J	SW CORNER OF W LAKE MARY BLVD & COLLEGE DR
	5 LAKE MARY BLVD P-K	S SIDE OF W LAKE MARY BLVD, 300 FT W OF LIVE OAK BLVD
	5 LAKE MARY BLVD P-L	SIDE OF W LAKE MARY BLVD, 100 FT W OF LIVE OAK BLVD
ļ	5 MIDDLETON OAKS P-B	NW CORNER OF OLD MAIL LN & MEETING PL
	5 MIDDLETON OAKS P-A	E SIDE OF NOLAN RD, 300 FT S OF EVELYN ST
\	5 SANFORD PLACE P-A	ACCESS E END OF ST JOHNS RIVER DR, S SIDE (LARGER POND TO N)

DIST	LOCATION	ADDRESS
		W OF THE INTERSECTION OF RUTLEDGE RD ADN SUNWOOD DR ON SUNWOOD
5	MANDARIN SEC 3 P-2	DR
- 5	MANDARIN SEC 4 P-2	ESIDE OF MARKHAM WOODS RD BETWEEN GLEN ETHEL LN AND SANDY OAKS PL
3	WEKIVA VILLAS PH 3 T-A P-1	W SIDE OF N HUNT CLUB BLVD BETWEEN VILLAS GREEN CIR AND NEEDLES TRL
3	MEREDITH MANOR NOB HILL P-1	NE CORNER OF LAKE RENA DR AND NOB HILL CIR
1	SEMINOLE BCC P-6	N OF THE INTERSECTION E MCCULLOCH RD AND OLD LOCKWOOD RD, ON E SIDE OF OLD LOCKWOOD RD
1	DSTRCT BOARD OF TRUSTEES P-1	E SIDE OF OLD LOCKWOOD RD N OF LIFETIME WAY, IT IS THE LARGER OF THE TWO PONDS
1	DSTRCT BOARD OF TRUSTEES P-2	E SIDE OF OLD LOCKWOOD RD N OF LIFETIME WAY SMALLER POND
5	SEMINOLE BCC P-5	W SIDE OF YANKEE LAKE RD 1500 N OF INTERSECTION WITH SR 46
1	SEMINOLE COUNTY EXPRSSWY P-1	SE CORNER OF SR 426 AND STARWOOD DR
5	HEATHROW P-1	SISIDE OF CR 46A E OF INTERSECTION WITH ORANGE BLVD, E POND
2	LAKE MARY BLVD P-J	SW CORNER OF W LAKE MARY BLVD & COLLEGE DR
5	LAKE/MARY BLVD P-K	S SIDE OF WILAKE MARY BLVD, 300 FT W OF LIVE OAK BLVD
5	LAKE MARY BLVD P-L	S SIDE OF WILAKE MARY BLVD, 100 FT W OF LIVE OAK BLVD
5	MIDDLETON OAKS P-B	NW CORNER OF OLD MAIL LIN & MEETING PL
	MIDDLETON OAKS P-A	E SIDE OF NOLAN RD, 300 FT S OF EVELYN ST
E	SANFORD PLACE P-A	ACCESS E END OF ST JOHNS RIVER DR, S SIDE (LARGER POND TO N)

2. Ditch Locations

DIST	LOCATION	ADDRESS	LENGTH (lineal ft.)
5	Slx Mile Creek	Start @ West side of Greenway(417), behind Wal- Mart, & clean ditch across Lake Mary Ext. to C.R. 427	5288
5	Morning Glory Outfall	Near Greenway Blvd. @ Cross Seminole Trail	400
5	Lake Harney Cir. Outfall	Off of Rest Haven Rd., clean ditch to boat dock	360
5	Sunland Outfall	Behind convenience store on Collins Road	150
-5	Frances Ave. Ditch	Runs North/South between Frances & Radio Ave.	300
, 5	Radio Ave. Ditch	Runs perpendicular to Frances Ave. Ditch	250
5	Richmond Outfall	Start @ 2705 Richmond Ave., clean East until ditch T's @ tree line	1298
5	Cameron Canal	Start @ Cameron Ave., head East to S.R. 415	2620
5	Hughey Ditch	Start @ Beardall Ave., head East to Cameron Ave.	1970
5	Childer's Ditch	Off Brisson Ave. & Lingard Ave.; ditch runs all the way to Midway Pond 1st Addition	4400
5	CSX Ditch	Start @ 1672 Sipes Ave., head East to Beardall Ave.	2577
5	Rossetter's Ditch	Start @ Celery Ave. across from Merriweather's Farm, head North to St. John's River	2400

IST	LOCATION	ADDRESS	LENGTH
5	Rossetter's Ditch- East	Start @ back of property North to St. John's River	500
5	Stump Canal	Start @ Celery Ave. across from New Tribes Mission Development, head North to Wood line	2430
5	New Tribes Mission Ditch	Ditch starts at the S.E. property corner of N.T.M. Homes, runs across Celery Ave. to the woodline.	2000
5	Celery Ave. Outfall	Start @ Celery Ave., head North to Wood line	2280
-5	Sanford Trails Outfall	Ditch starts off Celery Ave. @ Sanford Trails Sub.	800
5	22 ^{na} St. Outfall	Starts @ 22 nd St. & Lincoln Ave.; includes section from 23 rd St.	1500
5	Riverview Outfall	Ditch runs from Palm Dr. to Riverview Ave.	700
5	Big Ditch	Southwest Rd. & 18 th St.	496
5	Corner Ditch	Southwest Rd. & 18 th St.	216
5	Short Ditch	Southwest Rd: & 18 th St.	346
5	Dixie Canal	Runs from Harrison St. North to McCraken	3655
5	Harrison Canal	Runs from Dixie Way off Harrison St. to 13th St. across from Crooms School	1475
5	West Airport Blvd. Outfall	Ditch is located beside Commerce Way Industrial Park	150
5	Blackstone Ditch	Ditch is off 18 th St. near Blackstone St.	200
5	Randyard Canal	Start @ S.R. 46 & head North to Randyard Rd, & clean from pickle factory & head West to Ice House	4520
5	Jewett Ditch	Start @ Narcissus Ave., head North to ice House	3363
5	Bass Ditch	Start @ Narcissus Ave., head North to railroad tracks	2587
5	N. White Cedar Ditch	Start @ North end of N. White Cedar Ave., head West to Cox Lumber	1450
5	White Cedar Ditch	Start @ Church St., head North to end	650
5	Iowa Ave. Ditch	Ditch runs North & South off of Iowa Ave. to Church St.	2300
5	Railroad Ditch	Start @ North end of Bass Ditch, head West to railroad bridge	1375
5	Narcissus Outfall	Ditch starts at Church St., runs under School Rd. and ends at railroad bridge.	2100
5	Palm Terrace Ditch	Ditch runs from S.R. 46 near Palm Terrace	1300
5	Canal St. Outfall	Ditch is at curve on Canal Dr. off of Missouri Ave.	300
5	Western Canal	Ditch is off Ohio Ave., runs North	1966
5	Powers Court Outfall	Off Hickman Drive	1956
5	Smith Canal	Start @ S.R. 46 & follow entire ditch to I-4 by Hickman Drive	10,250
5	Upsala Ditch	On Upsala Rd, along side 417 diagonally across from fire station	1300
5		Ditch runs from Elder Rd. to FL Power R.O.W.	600
- 5		Start @ address # 610 off Hickman Circle, North of building	160
5		Start @ address # 645 off Hickman Circle, North of building	300
5		Start @ address # 650 off Hickman Circle, North of building	750
E		Start @ address # 686 off Hickman Circle, North of building	540
1		Start @ address # 580 off Hickman Circle to West of sewer plant	150
	Lake Forest Outfall	Ditch runs off of Oregon Ave. across from NTS property	1000
	LOCATION	ADDRESS	

			ENGTH
DIST			lineal ft.) 1074
5	Orange Blvd. Outfall	On Ordingo bive, in bilancorpi, voter to manus	
5	Bookertown Ditch	Dittornia roualitati (S) are file a min	100
5	N. Georgia Ave. Outfall	- Ditoti tallo notti ogga attati granta i i i i i i i i i i i i i i i i i i i	1500
5	W. S.R. 46 Outfall(Yankee Lake)		300
5	Page School Outfall	Ditott tano it officialitional to 7 agricultural	550
5	Silver Lake Outfall	pond to the woodline.	600
5	Chubb Creek	Ditch runs from Moorestation to Cameron Ave. next to # 2950 Cameron Ave.	3270
5	Marquette Ave. Outfall	Ditch is located at the corner of Marquette Ave. & Beardall Ave.	1800
5	South Beardall Ave. Outfall	Ditch runs from M. Trainer's driveway to Lake Jessup	250
5	Ingram Rd. Outfall	Ditch is @ Pine Way & Ingram Rd. R.O.W.	2900
5	S. Brisson Ave. Ditch	Ditch heads West off S. Brisson Ave.	2600
5	20 th St. Outfall	Ditch runs North from 20 th St. to CSX Ditch	720
4	Tanglewood Canal	In Interlachen Golf Course off of Lake Howell Rd.	4250
4	Elsinore Ave. Outfall	Ditch starts at Linden Dr., clean down to Lake Howell Rd.	1800
4	Old Lake Howell Dam	Off of Lk Howell Rd, between SR 436 & Howell Branch Rd.	50
4	Campello Outfall	Ditch runs from Franklin Ave. to Campello St. off Seminole Ave.	389
4	Lake of the Woods Outfall	Off Derbyshire Rd, across from Lake of the Woods	180
4	Cassel Creek	Ditch runs from Oxford Rd. to just past Talbot St.& from Kewannee Tr. To SR 436.	8700
4	Oxford Rd, Outfall	Ditch is behind 1433 Oxford Rd.	125
4	Hunterfield Outfall	Ditch is off of Hunterfield Rd.	200
4		Ditch is off 427 near Lake Ruth Rd.	75
4		Ditch runs from C.R. 427 East to Fairy Lake	1825
4		Runs from Spring Valley Ln. to Horselovers Ln.	1000
4		Ditch runs near Pineview off of Palm Springs Blvd.	200
3		Ditch is located next to 531 W. Lake Brantley Rd.	1200
3		Behind #129 Alhambra Ave.	200
3	<u> </u>	Ditch runs along side soccer field	300
3		Ditch is located at the park on Palmetto Concourse; ditch runs along park into Lake	1
3	3 Azalea Ditch	In W. Lake Brantley area off Camellia Dr. & Triangle Dr.	562
	3 Jennifer Hope Outfall	Ditch is located @ # 2607 Jennifer Hope Blvd. in the rear of residence, runs to conservation area	136
-	3 Paradise Community Club	Ditch inside park across from Sunset Rd., off Balmy Beach Rd.	188

DIST	LOCATION	ADDRESS	LENGTH (lineal ft)
3		Ditch starts @ intersection of Bear Lake Rd. & Bear Lake Circle & goes East to Cub Lake	754
3	Eden Park Outfall	Ditch starts at R/R tracks on Eden Park Rd.	50
3	Play-a-Way Outfall	Ditch starts @ intersection of Linneal Beach Dr. & Play-a-Way on North side of Intersection heading North to Bear Lake	282
3	Play-a-Way Ditch	Ditch runs off Play-a-Way to 441	300
3	Linneal Beach Outfall	Ditch runs from Linneal Beach to Cub Lake	750
3	Lake Asher	Easement at Lake Asher off off Holiday Rd.	100
3	Center St. Outfall	Ditch is located at the end of Junior Dr. running East to Florence Ave.	365
3.	Sombrero Ave. Outfall	Ditch starts at the end of Sombrero Ave., goes to Orange Co. line	600
3 ·	Markham Woods Outfall	Ditch is at the corner of 434 & Markham Woods Rd.	200
3	E. Hornbeam Outfall	Ditch starts @ # 203 E. Hornbeam Dr. & heads South to end	657
3	Clay Court Outfall	Ditch runs from # 2391 Westwood Dr. to the West, across Clay Ct. to the tree line	295
.3	Cub Lake Outfall	Ditch runs behind # 5203 Pineview Way	845
3	2400 Westwood Dr. Ditch	Ditch starts @ # 2400 Westwood Dr. & runs West to tree line	106
. 3	Bearview Outfall	Ditch is off Bearview Dr. on the West end of Bear Lake.	200
3	Curtis Dr. Outfall	Ditch runs off Curtis Dr. in Bear lake area.	200
3	Bunnell/McNeil:Outfall	Rim ditch next to Bunnell/McNell Pond	250
3	Northwestern Outfall	Ditch runs off of Northwestern Ave.	400
2	Meredith St. Outfall	Ditch runs alongside driveway @ # 711 Meredith St. Off of Lakeview Dr. behind Burger King	329
2	Soldiers Creek	Start @ Austin St., creek runs to C.R. 427	3290
2	Seminole Pony Field Outfall	Ditch runs from concession stand around the back of the ball field.	310
. 2	Seminola Blvd. Outfall	Behind the Acura dealership on Seminola Blvd, near Button Rd,	200
. 2	Rainbow Trail Ditch	Ditch is off Citrus Rd. next to Rainbow Elementary,	70
2	Deer Run Outfall	Off of E. Lake Dr. at the Hindu temple	600
2	Buck Lake Outfall East	Off 426 near Billsborough Rd. East side of road.	500
2	Buck Lake Outfall West	Off 426 near Billsborough Rd. West side of road.	500
- 2	Van Arsdale St. Outfall	Ditch is located between Stone St. & Van Arsdale St. beside 1710 CR 426	700
2	Lightwood Knot Canal	Off Chapman Rd.:West of Huntington subdivision	1312
2	Lightwood Knox Canal (Red Bug Pit)	Located @ 417 & Red Bug Rd. inside Red Bug Stockpile area	1250
2	Sweetwater Creek	Ditch runs off of CR 426 across from 6th Street	1125
2	Farina Ditch	Ditch is across from Lk. Mary H.S. off of Lgwd./Lk Mary Rd.	250
2	Tributary to Soldiers Creek	Ditch runs from Longwood/Lake Mary Rd. to the railroad tracks	1020
1	East Blvd. Ditch	Ditch runs West to end, off of East Blvd.	300
1	Eagle Circle Ditch	Ditch runs behind 7-11 off Eagle Circle	1300
1	Lake Sterling Outfall	Ditch runs along Red Bug Rd. @ entrance to Deer Run Sub.	860

DIST	LOCATION	ADDRESS	LENGTH
1	Bear Gully Creek	Ditch runs from Mikler Rd., across Slavia Rd. maintain canal 1000' past Slavia Rd.	(lineal ft)
1	Lukas Lane Ditch	Off Slavia Rd. beside Lukas Nursery.	4000
1	Red Bug Outfall	Ditch runs from Red Bug Rd, to Lake Howell	1000
1	Crane Strand Canal	Off of S.R. 436 & Casselton Dr.	1200
1	Eastbrook Canal	Ditch rups from C.D. 426 to Dath. Of 4400010 a.s.	2036
		Ditch runs from S.R. 436 to Betty St. (4688lf) & from Betty St. & Howell Branch Rd. to the county line(4370lf)	9058
1	YMCA Ditch	Ditch is next to YMCA off of Eastbrook Blvd.	326
1 .	Double R Lane	Ditch runs off of Brooks Lane	
1	Washington Heights Ditch	In Washington Heights Sub. From Queens Ave. to 6 th St.	450
1	Overland St. Outfall	Near Overland St.	1236
1	Stillwater Canal	Ditch runs from Erskine Dr., across Carrigan Ave to the woodline.	100
1	Carrigan Outfall	From Lagoon Dr., across Carrigan Ave. around to the pond near the power	1887
····		easement.	1600
1	Lake Hayes Outfall	Off Lake Hayes Rd. at the end	650
1	Lake Drive Ditch	Ditch is off Lake Dr. at end of county maintenance(Lake Dr. is off of Alafaya Trail)	
1	Grant Court Ditch	Off of Lake Howell Rd. @ power plant sub station	445
1	Glennholly Outfall	Ditch is off of Glennholly Ct. & runs along golf course property	523
1	Augusta Way Outfall	Ditch runs parallel to Augusta Way behind houses along golf course	600
1	Grand Ave. Outfall	Off Howell Branch Rd: across from Pelican Bay sub.	1115
1	Dike Road Outfall	Ditch runs beside Lake Howell High School	100
1	Security Ave. Outfall	Ditch runs from East St. to Security Ave.	420
1	County Canal		725
<u>'</u> -	Tourity Outrai	Off of Security Drivin Jamestown area	1300